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Boston
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EAST BOSTON DEVELOPERS
SUMNER STREET ND

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CONTENTS

1. INTRODUCTION
 - 1.1 General Description of Project
2. BACKGROUND INFORMATION
 - 2.1 History
 - 2.2 Planning Background in East Boston
 - 2.3 Proposed Development of NDP II
3. PLANNING AND DESIGN OBJECTIVES
 - 3.1 Overall Objectives
 - 3.2 Building Design Criteria
 - 3.3 Parcel Design Controls
 - 3.4 Zoning
4. ARCHITECTURAL SUBMISSION AND DESIGN REVIEW
 - 4.1 Design Review Procedure
 - 4.2 Required Drawings and Models
 - 4.3 Formal Design Review Stages
 - 4.4 Art Program
5. DEVELOPMENT SUBMISSION PROCEDURES
6. APPENDICES

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1. INTRODUCTION

GENERAL DESCRIPTION OF PROJECT

The Boston Redevelopment Authority, in conjunction with the Boston Housing Authority and the Community, has prepared a Neighborhood Development Plan for a 9.3 acre site along Sumner Street at Maverick Square and Lewis Street, on the East Boston Waterfront (Map A, Section 1). The NDP is programmed primarily for housing for the elderly.

Today the site is highly underutilized, vacant, with only a few minor industrial and commercial activities existing. It is a prime area for development due to its location adjacent to the MBTA station at Maverick Square and its immediate accessibility to the waterfront.

This housing development will be a "turnkey" project, a method by which the Boston Housing Authority purchases the completed project. Land acquisition (through the B.R.A.), design, and construction are all the responsibility of the turnkey developer with no exchange of money taking place until the units are complete, although a Contract of Sale for a specified price is signed prior to construction. Hence, the developer bears all expenses until the buildings are completed.

The Boston Housing Authority uses a modified system combining an accelerated program and the conventional Turnkey I program. (The HUD Handbook, Manual RHA 7420.1, describes in detail the Turnkey process.) The B.H.A. will be the agency that will ultimately own and manage the housing units.

Also included in the total development are a pedestrian mall and a building designated for rehabilitation. The latter will be separate from the Turnkey program and will allow residential and commercial development. It is expected that all parcels shall be included in any submission.

2. BACKGROUND INFORMATION

2.1 HISTORY

From the 1600's to 1833, East Boston, then Noddle's Island, bore little relationship to the City of Boston across the harbor. Privately owned by Samuel Maverick, the island was used to supply ships with fresh meat from the livestock which grazed freely over the land. In 1833, General William H. Sumner organized the East Boston Co. as an instrument for the development of the island, and changed the name of the island to East Boston. His chief concern for making the island a profitable business venture was to connect it to the city of Boston by road, ferry and wharves. By 1834 the East Boston Company had realized the first two of these objectives, and commercial and residential development could be expanded in a consistent manner.

In 1834, a Sugar Refinery was built on the corner of Sumner and Lewis Streets and the East Boston Timber Company was formed "to aide in the grand objective of establishing a ship-building interest at the island." In 1845 Donald McKay's shipyard moved from Newburyport to East Boston, stimulating other shipbuilders to establish themselves on the East Boston waterfront. Between 1845 and 1860, shipbuilding, from fishing yachts to ocean steamers, was greater in East Boston than anywhere else in the United States.

Concurrent with the growth of the shipping industry was the development of transportation facilities and the manufacturing of earthenware, firebrick, linseed oil, cast and rolled iron, baking soda, pottery, and engines. From the burst of population between 1845 and 1860, East Boston emerged as an industrialized, urban area; wharves and warehouses were erected, steamboats were launched, streets were laid out and buildings raised.

As a balance to the industrial growth, General Sumner sought to attract influential businessmen to use the island as a summer resort. To further this end, a large and elegant hotel, the Maverick House, was erected in 1833; and, Camp Hill (Belmont) and Eagle Hill were designated as a section for the construction of pleasant summer residences. The Maverick House burned down in 1857 and was replaced by the Sturtevant House on the same site. In addition, thirteen 3 1/2-story brick dwelling houses and a large stone building 2 1/2 stories high, called "Winthrop Block", were erected. The stone building had a market on the ground floor and the upper stories filled with offices. The ground floor and the upper stories filled with offices. The ground floor remains intact today on the west side of Maverick Square between Winthrop Street and Maverick Street.

Also on the west side of the square, at the corner of Sumner Street, is the former Maverick Church, built in 1844. Across Sumner Street at the corner of Lewis Street is the "Woodbury" building, built in 1841 for the East Boston Wharf Company. Designed as row houses with shops under a portion of them, this building has always combined residential and commercial uses.

Thus, from 1835 through the 1860's, the Maverick Square area became the focus of community life. From Sumner Street to the harbor were wharves, warehouses, company offices, and housing for workers. Belmont Square and Eagle Hill were reserved for more affluent residences of businessmen, leaders in the East Boston industries, and merchant ships' captains. In general, the portion of land south of Porter Street and east of Chelsea Street took on the appearance of a prosperous suburb, while the portion west of Chelsea Street and south of Porter Street became an area for the workers in the waterfront industries.

During the 1860's, the character of East Boston began to change, influenced by the development of the waterfront for transatlantic vessels, the growth of railroad yards, and the decline of shipbuilding. The shipbuilders and those who worked in related industries began to move away, paving the way for the great migration of immigrants. The availability of work at the island's other industries, coupled with a North Ferry service that enhanced the mobility of immigrants from the North End of Boston, resulted in the development of the low-lying land on the edge of Webster Street Hill and the area beyond Porter Street.

By 1885 the new industrial composition of East Boston--factories for garment and shoe making, and cotton weaving industries--provided jobs for the large wave of Italian and Jewish immigrants who came to the United States during the 1880's. (In the 1850's and 1860's it was the Irish immigrants that had gravitated to East Boston's industries.) Job opportunities and adequate convenient housing, highly valued by the immigrant, became trademarks of East Boston. The construction of the East Boston Subway Tunnel in 1905 expanded, once again, the population of the island.

Today, though East Boston's industries and population are decreasing, much remains to remind us of the island's past history. The view of Boston from the water front is unsurpassed; brick townhouses around the Maverick Square area and lining Belmont Square (around Brophy Park) stand, often unaltered, presenting an image of stately nineteenth century, residential town architecture; and the various structures built throughout the island by the distinctive groups of immigrant workers remind the onlooker of East Boston's historical heritage.

2.2 PLANNING BACKGROUND IN EAST BOSTON

The desire for housing on this portion of the East Boston waterfront has a long history. The 1965/75 General Plan for Boston recommended housing and open space for the Maverick Square waterfront area. The General Neighborhood Renewal Program in 1966 for East Boston also recommended housing for this section of the waterfront. In 1967 the community expressed initial interest in elderly housing on the Maverick Square site. The result of all of these occurrences was the submittal and acceptance of the NDP program, of which this developer's kit is a direct result.

The BRA and BHA have since been working closely with the community through the East Boston Recreation, Master Planning and Land Use Advisory Council and at planned meetings with elderly groups. The Project Area Committee, (PAC) which is an extension of the EBRMPLUAC and other community groups, has been given review power along with the BRA and the BHA.

2.3 PROPOSED DEVELOPMENT OF NDP II

An important aspect of this NDP project has been the stipulation from HUD that any plan on this NDP will take into account future development on adjoining land designated as NDP II (Map B, Section 2.3). The kit was developed toward this end and any proposal should take this aspect into account.

The major portion of the NDP II area is currently vacant or used as a parking lot with the exception of the area adjacent to Sumner Street which is presently an industrial site and the existing structures along Mill Street, which are used for warehousing and a lobster company. Most of the industrial uses are at present incompatible with surrounding land uses, which are generally residential and neighborhood commercial. The provision of new elderly and family housing on Sumner Street NDP will further increase this incompatibility. It is expected that the industrial and warehousing firms can be relocated within the East Boston area. The lobster firm could be maintained as a compatible utilization of a waterfront location.

Discussions and schematic design sessions with East Boston community groups have resulted in the proposals for the NDP II site which include: the extension of Lewis Street Mall with the inclusion of a facility for community wide use, additional housing, preferably family housing, commercial compatible with a waterfront location such as a restaurant, ships, etc., and the provision that an area on the wateredge be maintained as a public open space allowing for continuous pedestrian movement along the Harbor.

MAP A

BOSTON

INNER

HARBOR

SITE LOCATION

0 800 1600 FEET

N



MAP A

BOSTON

INNER HARBOR

HARBOR

SITE LOCATION

0 800 1600 FEET

N

MAP A

BOSTON

INNER HARBOR

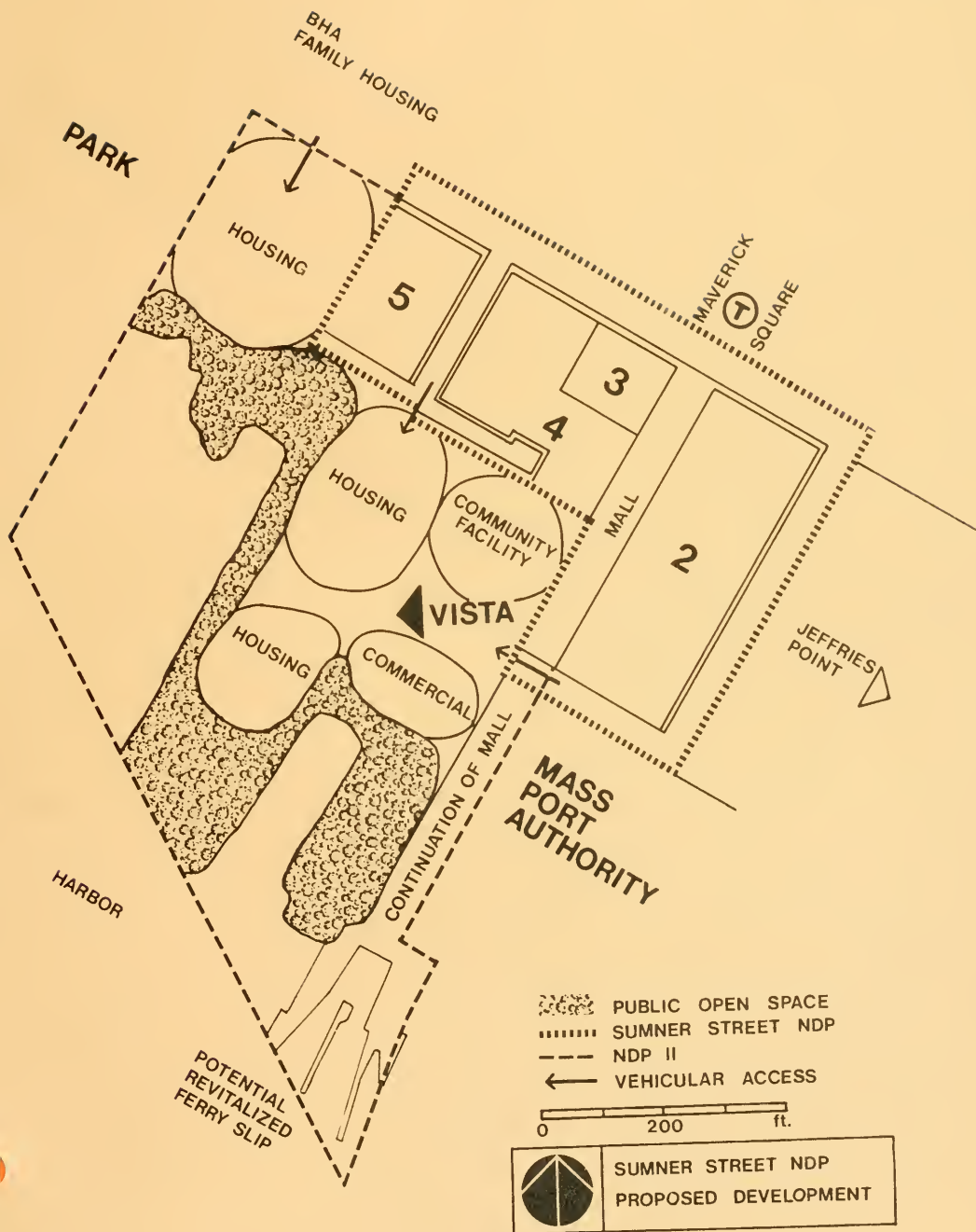
HARBOR

SITE LOCATION

0 800 1600 FEET

N

MAP B



3. PLANNING AND DESIGN OBJECTIVES

3.1 OVERALL OBJECTIVES

The site plans shall provide and maintain open access to the waterfront, primarily through the creation of a pedestrian mall on the existing Lewis Street easement. The Mall will contain a small degree of commercial activity on street level, thereby completing Maverick Square physically and provide a base of essential activity to make it a viable place with the scale and mass of the existing East Boston community being preserved. The remainder of the site will contain 280 units of housing for the elderly, 20 units of family housing, and the rehabilitation of the old "Woodbury" Building (see section 2.1). The housing, grouped about various kinds of open space, shall have access to the Mall and the activities in Maverick Square.

The community and commercial activity occurring along the Mall should relate to elderly needs. The commercial facilities will be of a supportive nature or of a type which would increase the amenities of the project by adding a factor of convenience and complimenting commercial activities in Maverick Square.

Recreation spaces will be primarily for elderly use. However, public use of the Mall will be encouraged and hopefully stimulated. (The intended future terminus of the Mall is the water's edge.)

Building Massing

The overall development should respect the scale and character of the existing Maverick Square area. The most concentrated areas of building massing should occur along the Mall. This will give immediate access to the transit facilities to the greatest amount of people. Any large massing should be located and oriented to minimize shadowing on the remainder of the site. The location should also be determined on the basis of the least disruption to existing neighborhood scale. The remaining areas of the site will contain the lesser elements of massing.

Pedestrian Circulation

The concept of the Mall is to form a physical and visual connection of Maverick Square to the wateredge. The interior areas of the site should be protected from public pedestrian traffic and preserved for the use by the elderly. Public access to the Mall should be from Sumner and Marginal Street.

Vehicular Circulation and Parking

A new street is to be created by extending Bremen Street from Sumner to Marginal Street. Parking and auto access for the easterly portion of the site will be off new Bremen Street. Mill Street will be widened and serve as access to the family housing and a portion of the elderly housing. A parking lot behind the old "Woodbury" building (Map D, Appendix) with access directly off Sumner Street will serve the commercial and residential needs of the immediate area. Mill and Marginal Streets will also provide access to future waterfront development. Part of the Webster Street right of way will be used for access on the westerly portion of the site.

Integration of Proposed Development with Existing Area

While the scale of Maverick Square and the surrounding area of East Boston should be respected, the site is in close proximity to the waterfront and any development should take advantage of this. The design should reflect a sensitivity to future development on the NDP II site. (See Section 2.3)

Staging

This development should occur with the least damage possible to existing activities, both on and adjacent to the site. Relocation activity will be minimal. Care must be given not to disrupt the existing activities on NDP II. Coordination with the city as to relocation and extension of public right of ways must take place to make the change-over as efficient as possible.

Signs

Signs and graphics on all buildings will be reviewed and coordinated by the Boston Redevelopment Authority. Signs will be limited in size and placement. No signs will be allowed on top of any buildings. All signs must be architecturally integrated with the buildings.

3.2 BUILDING DESIGN CRITERIA

Housing for the Elderly

- a. Units: Approximately 280 Elderly Units as follows:

<u>Unit Type</u>	<u>Number of Units</u>	<u>Approximate Square Footage/Unit</u>
Efficiency	85-105	425
One-person, one-bedroom	100-120	440
Two-people, one-bedroom of which 1/3 are units for the handicapped.	50-65	500
Two bedroom of which 1/2 are units for the handicapped.	10-20	650

Parking: 1 car per 5 units (20%).

The above quantities are flexible to an extent necessary to produce good design, and actual square footages should be a result of design and furniture arrangement. Submittals will be judged on this basis, not on square footages, minimum costs, or maximum numbers.

- b. Semi-public Community Area (listed in order of access to public)

<u>FUNCTION</u>	<u>Approximate Square Footage</u>
Public Outdoor Sitting	
Multi-Function Room	1,200
with kitchen	100
and storage	80
Meeting Room	200
Library	400
Medical Room	200

The above semi-public areas should be available to the public through a separate entrance on a controlled basis. They should have share toilets, telephone, and lobbies. These spaces should have as strong a connection as possible to the following:

c. Semi-private Community Area:

<u>FUNCTION</u>	<u>Approximate Square Footages</u>
Entrance Lobby/Milling Area	
Office (with surveillance of entry points)	250
Game Room	300
Crafts Room	600
TV Room	200

Laundry (several locations) designed as part of a prime social center: 1 washer/35 units, 1 dryer/60 units.

Private outdoor sitting and games.

Toilets and telephone provided for the semi-public areas may also serve the semi-private areas.

Attention is called to "A Summary of Information Concerning Elderly Housing", Appendix 1, prepared by the BRA for a more general aid in approaching the particular problems of the elderly.

Housing for Families

Although representing only 7% to 8% of the total units in the project, the design of the family housing is as important as the design of the units for the elderly.

a. Units: approximately 20 family units (of which two will be for the handicapped)

<u>No. of Units</u>	<u>Type</u>
4	5 bedroom
8	4 bedroom
6	3 bedroom
2	2 bedroom

parking: 1 car/unit

The above quantities are flexible to an extent necessary to produce good design. Square footages should be a result of design and furniture arrangement and units will be judged on this basis, not on square footages or minimum costs.

The BHA and BRA expect sensitivity in handling the geometric increase in intra-household social problems as family size increases. Any developer whose architect fails to grasp these problems and their design implications will not be designated as turnkey developer.

b. Semi-public Areas

- (1) In general, ambiguous outdoor areas should be eliminated. Provide instead a well-defined hierarchy, going from public to private, with the stages of shared/individual ownership clearly apparent.
- (2) Provide the following:
 - Basketball half court (in parking lot if parking lot provided)
 - Tot lot facilities, supervisable from inside units
 - Trash disposal (one or several locations)
 - General storage
 - A general function room of 600 square feet.

Technical and Design Standards

The Boston Housing Authority and the Boston Redevelopment Authority intend to work closely with the developer and his architect, making necessary changes and alterations in unit planning, site planning and layout for community spaces. At their discretion, they may ask the developer to meet any of the following captioned standards that they feel will improve quality of the design.

1. Minimum Property Standards, FHA No. 2600, Feb. 1971.
(Federal Book Store, JFK Building, GOVERNMENT CENTER, Boston)
2. Housing for the Elderly, HUD PG-46, Oct. 1966, 1970. (HUD Area Office, Bulfinch Building, New Chardon Street, Boston)
3. Housing for the Physically Impaired, HUD RH/PG-52, Jan. 1968. (HUD Area Office, etc.)
4. Chapter 3, Low Rent Public Housing Preconstruction Handbook HPMC-FHA 7410.8, Dec. 1971 (HUD Area Office, etc.)
5. BHA Supplementary Criteria, March 1972.
(Appendix 2)

While the initial proposal obviously is not supposed to demonstrate that the developer complies with these above publications, it behooves all developers to familiarize themselves with them. As with any set of criteria, compromises may be necessary, but the developer should expect to comply in all cases.

3.3 PARCEL DESIGN CONTROLS

1. Parcel One

USE:

Pedestrian Mall. Open space for community, commercial and elderly uses and as first link of a major pedestrian access from Maverick Square to the wateredge.

LANDSCAPING:

Planting, furniture and surface treatment accommodating the range of Mall activity. Newspaper kiosks, market space for vendors, outdoor eating should be considered.

EASEMENT:

The Mall (Lewis Street Right of Way) is over the M.B.T.A. tunnel. The M.B.T.A. easement extends beyond the R.O.W. (Map D, Appendix) and must be considered where new construction is planned.

NOTE: Design should allow for access of emergency vehicles. Also future extension to wateredge.

2. Parcel Two

Parcel Two is divided into three areas, a, b, c, with flexible boundaries. The architect should feel free to extend and interlock building masses across boundaries in order to improve the overall design and to satisfy objectives stated in section 3.1.

a. Area 2-a

USE:

Commercial, offices, elderly housing, other housing.

BUILDING HEIGHT:

Maximum height is 40 feet.

BUILDING MASSING:

Direct relation to Mall and Sumner Street with Commercial functions at the ground level.

OPEN SPACE:

Private outdoor area for residential. (Balconies, roof tops, gardens, etc.)

PEDESTRIAN ACCESS AND CIRCULATION:

From Mall and Sumner Street and Bremen Street parking area.

VEHICULAR ACCESS AND SERVICING:

From Sumner and Bremen Streets with parking provided for commercial and residential uses directly from Bremen Street.

EASEMENT:

M.B.T.A. sub-surface easement along Mall (Map D, Appendix)

b. Area 2-b

USE:

Elderly housing and related community facilities.

BUILDING HEIGHT:

Maximum height is 75 feet.

BUILDING MASSING:

Effective continuation of massing along Mall. Buildings over 40 feet shall be set back from the Mall.

OPEN SPACE:

Semi-private outdoor areas with access limited to elderly tenants.

Semi-public areas with indirect relationships to Mall.

Penetration of space from the Mall to the housing, and where desirable, through to Bremen Street.

Vista lines from the Mall to Jeffries Point particularly along Webster Street should be considered.

PEDESTRIAN ACCESS:

Major access from Mall. Building entrances must relate to the Mall as well as vehicular drop-off

VEHICULAR ACCESS AND SERVICING:

From Bremen Street with related parking.

EASEMENT:

M.B.T.A. surface and subsurface easement along Mall. (Map D, Appendix)

NOTE: M.B.T.A. emergency exit kiosks should be designed as part of the total Mall composition.

Construction costs will be carried by an appropriate agency other than the developer. (Map E, Appendix)

c. Area 2-c

USE:

Elderly housing.

BUILDING HEIGHT:

Maximum height is 30 feet.

BUILDING MASSING:

Effective continuation of massing along mall. Walk-up units with direct relationship to buildings on area 2-b. Three story walk-up units will be considered only where there is direct or indirect elevator access.

OPEN SPACE:

Semi-private outdoor areas with access limited to elderly tenants. Semi-public areas with indirect relationship to Mall.

PEDESTRIAN ACCESS AND CIRCULATION:

Major access from Mall. Buildings must relate to the Mall as well as vehicular drop-off.

VEHICULAR ACCESS AND SERVICING:

From Bremen Street (primary) and Marginal Street with related parking.

EASEMENT:

M.B.T.A. sub-surface easement along Mall (Map D, Appendix)

3. Parcel Three

USE:

Rehab of existing building for commercial, offices, housing and community space.

BUILDING MASSING:

Existing.

OPEN SPACE:

Semi-private outdoor area for residential.

PEDESTRIAN ACCESS AND CIRCULATION:

From Mall and Sumner Street.

VEHICULAR ACCESS AND SERVICING:

From Sumner Street with parking for commercial and residential. Potential parking for elderly units in Parcel 4.

EASEMENT:

M.B.T.A. sub-surface easement along eastern side of parcel. (Map D, Appendix)

4. Parcel Four

Parcel four is divided into two areas, a and b, with flexible boundaries. The architect should feel free to extend and interlock the building masses across these boundaries to improve the overall design.

a. Area 4-a

USE:

Commercial, elderly housing, community facilities.

BUILDING HEIGHT:

Maximum height is 50 feet.

BUILDING MASSING:

Effective continuation of massing along Mall up to but not including the Webster Street R.O.W.

OPEN SPACE:

Semi-private outdoor area with access limited to elderly tenants. Semi-public areas with indirect relationship to Mall. Penetration of space from Mall to the housing.

PEDESTRIAN ACCESS AND CIRCULATION:

From Mall, parcel three parking area and Webster Street.

VEHICULAR ACCESS AND SERVICING:

From Sumner Street via parcel three and Webster Street.

EASEMENT:

M.B.T.A. surface and sub-surface easement along Mall (See Map), and Webster Street R.O.W. (Map D, Appendix).

NOTE: M.B.T.A. emergency exit kiosks should be designed as part of the total Mall composition. Construction costs will be carried by appropriate agency other than developer. (Map E, Appendix)

b. Area 4-b

USE:

Elderly housing.

BUILDING HEIGHT:

Maximum height is 30 feet.

BUILDING MASSING:

Continuation of massing along Webster Street. Walk-up units with direct relationship to buildings on Parcel 4-a. Three story walk-up will be considered only where there is direct or indirect elevator access.

OPEN SPACE:

Semi-private outdoor areas with access limited to elderly tenants.

PEDESTRIAN ACCESS AND CIRCULATION:

From Sumner, Webster and Mill Streets. From Mall via parcel 4-a.

VEHICULAR ACCESS AND SERVICING:

From Sumner, Webster and Mill Streets with parking provided for elderly housing.

5. Parcel Five

USE:

Family housing.

BUILDING HEIGHT:

Maximum height is 36 feet.

BUILDING MASSING:

Showing direct relation to Mill Street.

OPEN SPACE:

Private outdoor area for each dwelling unit.

PEDESTRIAN ACCESS AND CIRCULATION:

From Mill Street.

VEHICULAR ACCESS AND SERVICING:

From Mill Street. On-street parking acceptable.

3.4 ZONING

The existing zoning (a combination of M-2, I-2 and W-2 zones) shall be changed to an H-2u zone as outlined in the NDP plan. This requires a zoning map change to be done following the selection of a developer.

NDP Controls

Floor Area Ratio	=	2
Use	=	Residential with ancillary uses.
Building Height	=	BRA Approval
Set Backs	=	BRA Approval
Open Space	=	Boston Zoning Code
Parking	=	0.2 Elderly 1.0 Family

The Parcel Design Controls in Section 3.3 conform to and compliment these zoning controls. All proposals shall allow for full compliance with federal, state and local codes and regulations.

BHA
HOUSING

HARVE STREET

LUTHERAN CHURCH

PARIS STREET

HENRY STREET

MAVERICK



SQUARE

MAVERICK

BREMEN

MAP C

BOSTON & ALBANY

SUMNER STREET

5

MILL STREET

b

3

4

a

WEBSTER STREET

MALL

2

c

STREET

BREMEN

MARGINAL STREET

EXISTING LEWIS ST

MPA



SUMNER STREET NDP
PARCEL PLAN

0 100 200 FEET

LINE

724E

4. ARCHITECTURAL SUBMISSION AND DESIGN REVIEW PROCESS

4.1 DESIGN REVIEW PROCEDURE

All redevelopment proposals will be subject to design review and approval by the BRA and the BHA. Reviews will evaluate the quality and appropriateness of the proposals on the basis of the design objectives. They will be conducted by staff of the BHA and the BRA, and in conjunction with the PAC.

The staff members responsible for maintaining liaison with the Redeveloper's Architect will be the Project Architect (BRA) and the Sr. Architect (BHA) or designated alternates, and required design submissions shall be made through them.

It is expected that continuous contact will be maintained between the Redeveloper's Architect, the BRA Project Architect and the BHA Sr. Architect during the design and working drawing process. In addition to the required submissions, the developer will be expected to meet any reasonable requests for progress prints.

Required submissions occur at three stages in the preparation of the proposal, but additional informal reviews are encouraged. It is the intention that once approval has been given of a submission stage, further review will be limited to consideration of a development or refinement of previous approved submission, or to new elements which were not present in previous submissions.

Since housing submissions also involve HUD review, submission stages 2 & 3 correspond to HUD requirements. If there are any significant design changes over the original submission, perspective drawings or a model of presentation will be required.

At the point where all required elements of a stage have been submitted, the BRA and the BHA will inform the developer by letter that the design submission has been reviewed and found satisfactory, or that further work is required before approval can be given. This letter will cover all pertinent matters which have been raised in the course of review. The developer and his Architect shall respond as appropriate on each item.

4.2 REQUIRED DRAWINGS AND MODELS

1. Site plan demonstrating the developer's parti, and showing land use, circulation, etc. Scale: 1" = 32'.
2. Pedestrian levels of individual parcels showing development of exterior spaces in conjunction with use and location of interior community spaces. A parcel by parcel written summary of unit breakdown by types, accompanied by gross square footages, and F.A.R. Scale: 1" = 16'.
3. Typical floor plan for each building designating unit type (0-bedroom, 1-bedroom single, 1-bedroom double, 2-bedroom, etc.). Scale: 1" = 16'.
4. Typical unit plans showing furniture arrangement. Scale: 1" = 4'.
5. Appropriate rendered elevations. Scale: 1" = 16'.
6. Sections or perspectives necessary in understanding key spatial aspects and at least one ground level line perspective.
7. All drawings shall be on 30" x 42" sheets.
8. Models:
 - a. Finished model. Scale: 1" = 32'.
 - b. Rough model. Scale: 1" = 50'.

To plug into BRA area model for evaluation of massing and site relationships.

This is a working model and need not be of finished quality.

9. Statement outlining methods of construction, structural systems and principle building materials.

4.3 FORMAL DESIGN REVIEW STAGES

SUBMISSION 1, SCHEMATIC DESIGN

The original submission will be sufficient as a point of departure.

In addition, after consultation with the BRA and BHA design staffs, a proposed time schedule for the following submissions, estimated construction time, and staging plan will be submitted.

Upon approval of the SCHEMATIC DESIGN, the following submission is required:

SUBMISSION 2, DESIGN DEVELOPMENT

This review is intended to secure agreement on an approval of the final design prior to extensive and detailed work on the construction documents. The results of this stage will be submitted to HUD for their approval and to the BHA Board for designation of the Developer as "Turnkey Developer."

In addition to refinement of the material required under the schematic design stage, the following additional material is required:

- a. Site plans, showing property lines and dimensions; adjacent structures, showing building outline; buildings, outline and overall dimensions; parking areas and total number of cars that can be parked; driveways and walks; adjacent streets; patios, recreation and other areas; any off-site work; contours showing original and final grades; subsurface investigation findings; site materials, recreational equipment, planting. Scale: 1" = 32'.
- b. Elevations. scale: 1"=16'.
- c. Typical wall section(s) showing treatment from foundation to roof. 3/4" scale.
- d. Finish schedule in outline form.
- e. Outline specifications form HUD 5087.
- f. Time schedule for the following submission and total project.

Upon approval of the Design Development, the following submission is required:

SUBMISSION 3, FINAL CONSTRUCTION DOCUMENTS

This review is intended to secure final agreement on and approval of the construction documents and the complete proposal. These documents will form the basis of the price negotiating contract.

- a. Complete site plans for the final parcel development to working drawing level of detail. These drawings, upon approval, will serve as a basic co-ordination drawing indicating scope of any work or responsibilities to be performed by others.
- b. Complete working drawings and specifications ready for construction. Final specifications shall follow the CSI outline.
- c. Statement of significant differences, if any, from submission #2 above.
- d. Time schedule for construction of this project.
- e. Completed Redeveloper's Statement of Public Disclosure satisfactory for both the BRA and BHA (HUD Form 6004, Appendix 6) with all relevant back-up material.

Once FINAL WORKING DRAWINGS AND SPECIFICATIONS have been approved and construction started, the only items subject to an additional review will be requests for change orders. The Developer is required to construct the project in accordance with all details of the approved drawings. Permission to make changes from the approved drawings must be requested by the Developer through the Inspecting Architect, who, in turn, will make his recommendations to the proper Authority. No changes in the work are to be undertaken until written approval has been obtained. At the conclusion of construction, the Inspecting Architect certifies that the work has been completed in accordance with these approved drawings. To establish the basis of this certification, as well as to anticipate problems while they are relatively easy to rectify, the BHA maintains a full-time field inspector. The BRA also conducts construction inspection. It should be clearly understood that this inspection in no way relieves the Architect, Contractor, or various Governmental Agencies from their inspection and supervisory obligations.

4.4 ART PROGRAM

Budget

The budget for each building should contain an item for artwork totally equalling 1% of the construction budget.

Procedures

The architect should prepare, in conjunction with the Developer, the BRA Urban Design Staff, the BHA Sr. Architect and the P.A.C., a general program for the employment of art works within the development, including location, type, and estimated costs.

Names and backgrounds of several artists shall be recommended by BHA and BRA staff, Boston Visual Artists Union, the developer and his architect, and the community consultants. Upon approval of the art program, the architect and the developer interview the artists and submit a report evaluating them, together with any recommendations they see fit to make.

Upon approval of the artists and their art proposals the artists will be given contracts by the developer.

Submissions

An Intermediate Art Submission shall be required consisting of mock-ups, cartoons, or other appropriate representation of all work proposed, along with a cost estimate for the purchase, production and installation. The final art submission shall be approved along with approval of the Final Construction Documents.

If works of art or portions thereof are integral to structure, all necessary specifications shall be included in the general specifications and be ready sufficiently prior to construction of that portion of the project to receive approval.

5. DEVELOPMENT SUBMISSION PROCEDURE

Submission of Letter of Interest and Plans

Developers interested in the Neighborhood Development Project may submit a letter indicating such interest, not later than August 15, 1972, to the Director of Residential Development of the Boston Redevelopment Authority, Robert Diozzi, Room 941, Ninth Floor, New City Hall, Boston, Massachusetts, 02201. Submission should be made in duplicate, except for models and should include:

- 1. Letter of Interest. (Appendix 3)
- 2. Type of development proposed, including proposed use, total floor area in square feet, and estimated cost as follows:

a. Turnkey Proposal	Total	Per Unit
1) Site Improvements, including Mall and unusual foundation conditions.		
2) Dwelling Construction & Equipment		
3) Non-Dwelling Construction & Equipment		
4) Architectural & Engineering Fees		
5) Other, including Developer's Profit		
Total Turnkey Proposal		
b. Non-Turnkey Proposal		Total
1) Site Improvements		
2) Construction & Equipment		
3) Architectural & Engineering Fees		
4) Other		
Total Non-Turnkey Proposal		

Total Project Proposal (a. & b.)

- 3. Name and Address of architect, together with description of projects completed since January 1, 1960, or presently under construction, including photographs, dollar value, client or owner and location, listing of publications, and awards and honors of the firm. In the case of a corporation, partnership or collaboration, the name of the architect with the design responsibility should be stated.
- 4. Design Proposal including the Items called for under Chapter 4 of this kit and Project Description Form HUD 5090 for the Turnkey Portions of the Project (See Appendix 4).

5. **Legal and Financial Qualification Information.** Developers should submit completed HUD Form H-6004 (Appendix 5), Redeveloper's Statement for Public Disclosure, and Statement of Qualifications and Financial Responsibility. Any additional information respecting financial responsibility, such as tenancy commitments, if any; statement of discussion with perspective tenants; equity commitments from other sources, if any; mortgage loan discussions, preliminary letters, or commitments. The nature of this development is such that interested developers should put forward the strongest possible statement of financial qualifications.
6. **Additional Information.** The submission requirements set forth herein for development proposals are minimum requirements. Developers are encouraged to submit any supplementary information or materials that may be of assistance to the Authority in evaluating proposals.

Review of Letters

The Director of Residential Development for the BRA will acknowledge each letter on behalf of both Authorities, and will have the staffs of both Authorities evaluate the proposals as follows:

1. **Financial** - The information submitted will be analyzed to determine if the developer is financially responsible and has the resources necessary to carry out the project.
2. **Design Proposal** - The architectural material will be judged on the basis of the excellence and appropriateness of the design concept and the extent to which it meets the design objectives as stated in this offering.
3. **Qualifications** - The developer will be considered qualified if he has the legal expertise, adequate staff resources and experience in the undertaking of projects of comparable magnitude or complexity.

Selection of Developer & Additional Submissions

Both the BRA and BHA will, based upon the Letters of Interest and materials submitted thereunder, tentatively designate one of the interested parties as the developer. This tentative selection does not indicate that the developer's prices for the construction are acceptable, but only that they do not appear to exceed an upper limit for negotiation purposes. In order to be finally designated, the developer must submit additional material as follows:

1. Letter of Intent.
2. Good faith deposit in an amount to be negotiated.
3. Financial program for the buildings. The program must include estimated cost; source of funds, including equity funds; and mortgage commitments, if any. Equity sources must be described, with binding pledges described, if obtained.

Where the developer consists of an unincorporated association, joint, venture, etc., an executed agreement of association setting forth in detail the respective responsibilities and liabilities of the parties must be submitted.

4. Developed Design Proposals as called for in Chapter Four of this Kit.
5. A statement of the developer's knowledge of the requirements of the following:
 - (1) Davis-Bacon prevailing wage rates
 - (2) Title VI of the Civil Rights Act and other equal opportunity provisions.

6. A statement with respect to any opportunities for training and employment to be given to lower income persons residing in the general area, and whether the developer, or any of his sub-contractors, are located in or owned in substantial part by persons residing the general area.

Final Designation

Within a mutually agreed upon time limit, the developer will deliver a complete set of construction documents. These documents shall definitely and specifically set forth in detail and prescribe the work to be done; the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, electrical, and site work. With the working drawings and specifications the developer shall certify as to his compliance with all applicable Federal, State, and local laws, codes, ordinances and regulations, as modified by any waivers obtained from the appropriate jurisdictions.

The BRA and BHA staffs review these documents during production stage and prior to their submittal by the BHA to HUD. The HUD architectural staff then checks them as to compliance to the technical criteria. During this review, HUD shall schedule meetings at which the BHA, the developer and his associates will be present to discuss any changes. Concurrent with the review of the construction documents, the price negotiation conference will be held. Participating will be the developer and his associates, BHA and HUD. The purpose of this conference is to negotiate a price for the Turnkey portions of the project which, in the best judgment of the BHA and HUD staff in the exercise of their public responsibilities, represents a prudent and supportable expenditure of Federal funds for the product being provided.

Immediately following agreement on the developer's price, the development proposal shall be submitted for final approval to the Boards of each agency, HUD, the Mayor's Office, and the Department of Community Affairs. Approval of the proposal by all these agencies means the developer becomes the designated developer. He now can sign the Contract of Sale with the BHA (see Appendix 6), the Disposition Agreement with the BRA (see Appendix 7), and start construction.

Inquiries

Inquiries from prospective Developers are welcome. Staffs of both Authorities will be available for discussion of the materials in this kit. Answers to particular inquiries will be made available in written form to all prospective developers.

(Developer's Letterhead)

Dear Sir:

SUBJECT: Neighborhood Development Program
Sumner Street, East Boston

We are interested in developing Sumner Street, NDP.

Submitted herewith are:

1. Statement of development proposed, including proposed use, estimating cost, and total gross floor area.
2. Materials on architect's qualifications.
3. Schematic design proposal.
4. Legal and Financial Qualification Information.

The architect we have retained for this development is:

_____, of _____
 (Architect) (Firm)
 of _____

5. We intend to adhere to the following schedule:

Time Periods

- | | |
|----------|--|
| As above | -Submission of final preliminary plans and outline specifications. |
| 3 months | -BRA and BHA tentative designation of Redeveloper. |
| 9 months | -Submission of final working drawings and specifications. |
| 30 days | -Accept conveyance of site assuming BRA, BHA and HUD approval. |
| 30 days | -Commence construction. |
6. We agree to execute both the Disposition Agreement and the Contract of Sale substantially in the form included in the Developer's Kit.
 7. We will cooperate with the Staff of both Authorities with respect to the architectural elements of the buildings to be constructed in order that the development may conform fully to the objectives and requirements of the Authorities as set forth in the Developer's Kit. We understand that the Authorities have an interest in seeing that the buildings to be constructed are of an attractive appearance and sturdy quality, and that our submission of drawings and specifications will be reviewed by the Authorities of design values and quality of construction.

Very truly yours,

Date:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

URBAN RENEWAL PROGRAM

REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE (PART I)

and

REDEVELOPER'S STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY (PART II)

(NOTE: If the Redeveloper is an individual or two persons as joint owners and the reuse value is under \$30,000, Form HUD-6004A may be used in place of this form.)

Purpose and Applicability of These Forms

The attached form of *Redeveloper's Statement for Public Disclosure* is to be used by the Local Public Agency in obtaining the information from proposed redevelopers to be made public by the LPA in accordance with the requirements of Section 105(e) of the Housing Act of 1949, as amended. This form is to be completed by each proposed redeveloper with whom the LPA proposes to enter into a contract for, or understanding with respect to, a disposal of project land, except the Federal Government or a State or local government acquiring project land for a public non-residential use.

The attached form of *Redeveloper's Statement of Qualifications and Financial Responsibility* is for the guidance of the LPA in prescribing the information to be furnished by proposed redevelopers as evidence of their qualifications to undertake the obligations to be imposed under proposed agreements for the purchase or lease of project property for redevelopment or rehabilitation. The information provided for in this form is to be furnished by all redevelopers except the Federal Government and States, municipalities, and other public entities acquiring land for public use.

Submission to HUD Regional Office

Submit one certified conformed copy or duplicate original of the *Redeveloper's Statement for Public Disclosure* to the HUD Regional Office.

Submit one certified conformed copy or duplicate original of the *Redeveloper's Statement of Qualifications and Financial Responsibility* to the HUD Regional Office *only* if the response to Item 8b is "Yes."

Responsibility of LPA To Determine Adequacy and Legality

No assurance is given that the provisions of the suggested forms will supply all of the information needed by the LPA or that such forms will comply with State and local law. If additional information is needed, the LPA is responsible for making adjustments in the forms so that they will comply with such requirements, bearing in mind also the applicable provisions of the Contract for Loan and Grant and the Housing Act of 1949, as amended.

Use of the Forms

This page should be removed before the forms are furnished to prospective redevelopers.

b. If the Redeveloper or any of the principals of the Redeveloper has ever been an employee, in a supervisory capacity, for construction contractor or builder on undertakings comparable to the proposed redevelopment work, name of such employee, name and address of employer, title of position, and brief description of work:

10. Other federally aided urban renewal projects under Title I of the Housing Act of 1949, as amended, in which the Redeveloper or any of the principals of the Redeveloper is or has been the redeveloper, or a stockholder, officer, director or trustee, or partner of such a redeveloper:

11. If the Redeveloper or a parent corporation, a subsidiary, an affiliate, or a principal of the Redeveloper is to participate in the development of the land as a construction contractor or builder:

a. Name and address of such contractor or builder:

b. Has such contractor or builder within the last 10 years ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract? ☐ YES ☐ NO

If Yes, explain:

c. Total amount of construction or development work performed by such contractor or builder during the last three years: \$ _____.

General description of such work:

d. Construction contracts or developments now being performed by such contractor or builder:

<u>IDENTIFICATION OF CONTRACT OR DEVELOPMENT</u>	<u>LOCATION</u>	<u>AMOUNT</u> \$	<u>DATE TO BE COMPLETED</u>
--	-----------------	---------------------	---------------------------------

e. Outstanding construction-contract bids of such contractor or builder:

AWARDING AGENCY

AMOUNT

DATE OPENED

\$

12. Brief statement respecting equipment, experience, financial capacity, and other resources available to such contractor or builder for the performance of the work involved in the redevelopment of the land, specifying particularly the qualifications of the personnel, the nature of the equipment, and the general experience of the contractor:
13. a. Does any member of the governing body of the Local Public Agency to which the accompanying bid or proposal is being made or any officer or employee of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the project under which the land covered by the Redeveloper's proposal is being made available, have any direct or indirect personal interest in the Redeveloper or in the redevelopment or rehabilitation of the property upon the basis of such proposal? ☐ YES ☐ NO
- If Yes, explain.
- b. Does any member of the governing body of the locality in which the Urban Renewal Area is situated or any other public official of the locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project under which the land covered by the Redeveloper's proposal is being made available, have any direct or indirect personal interest in the Redeveloper or in the redevelopment or rehabilitation of the property upon the basis of such proposal? ☐ YES ☐ NO
- If Yes, explain.
14. Statements and other evidence of the Redeveloper's qualifications and financial responsibility (*other than the financial statement referred to in Item 4a*) are attached hereto and hereby made a part hereof as follows:

CERTIFICATION

I (We)¹

certify that this Redeveloper's Statement of Qualifications and Financial Responsibility and the attached evidence of the Redeveloper's qualifications and financial responsibility, including financial statements, are true and correct to the best of my (our) knowledge and belief.²

Dated: _____

Dated: _____

Signature

Signature

Title

Title

Address and ZIP Code

Address and ZIP Code

¹ If the Redeveloper is a corporation, this statement should be signed by the President and Secretary of the corporation; if an individual, by such individual; if a partnership, by one of the partners; if an entity not having a president and secretary, by one of its chief officers having knowledge of the financial status and qualifications of the Redeveloper.

² Penalty for False Certification: Section 1001, Title 18, of the U.S. Code, provides a fine of not more than \$10,000 or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of any Department of the United States.

- b. If the Redeveloper or any of the principals of the Redeveloper has ever been an employee, in a supervisory capacity, for construction contractor or builder on undertakings comparable to the proposed redevelopment work, name of such employee, name and address of employer, title of position, and brief description of work:
10. Other federally aided urban renewal projects under Title I of the Housing Act of 1949, as amended, in which the Redeveloper or any of the principals of the Redeveloper is or has been the redeveloper, or a stockholder, officer, director or trustee, or partner of such a redeveloper:
11. If the Redeveloper or a parent corporation, a subsidiary, an affiliate, or a principal of the Redeveloper is to participate in the development of the land as a construction contractor or builder:
- a. Name and address of such contractor or builder:
- b. Has such contractor or builder within the last 10 years ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract? ☐ YES ☐ NO
If Yes, explain:
- c. Total amount of construction or development work performed by such contractor or builder during the last three years: \$ _____.
General description of such work:
- d. Construction contracts or developments now being performed by such contractor or builder:

IDENTIFICATION OF
CONTRACT OR DEVELOPMENT

LOCATION

AMOUNT
\$

DATE TO BE
COMPLETED

6. Sources and amount of cash available to Redeveloper to meet equity requirements of the proposed undertaking:

a. In banks:

NAME, ADDRESS, AND ZIP CODE OF BANK

AMOUNT
\$

b. By loans from affiliated or associated corporations or firms:

NAME, ADDRESS, AND ZIP CODE OF SOURCE

AMOUNT
\$

c. By sale of readily salable assets:

DESCRIPTION

MARKET VALUE
\$

MORTGAGES OR LIENS
\$

7. Names and addresses of bank references:

8. a. Has the Redeveloper or (if any) the parent corporation, or any subsidiary or affiliated corporation of the Redeveloper or said parent corporation, or any of the Redeveloper's officers or principal members, shareholders or investors, or other interested parties (as listed in the responses to Items 5, 6, and 7 of the *Redeveloper's Statement for Public Disclosure* and referred to herein as "principals of the Redeveloper" been adjudged bankrupt, either voluntary or involuntary, within the past 10 years? ☐ YES ☐ NO

If Yes, give date, place, and under what name.

- b. Has the Redeveloper or anyone referred to above as "principals of the Redeveloper" been indicted for or convicted of any felony within the past 10 years? ☐ YES ☐ NO

If Yes, give for each case (1) date, (2) charge, (3) place, (4) Court, and (5) action taken. Attach any explanation deemed necessary.

9. a. Undertakings, comparable to the proposed redevelopment work, which have been completed by the Redeveloper or any of the principals of the Redeveloper, including identification and brief description of each project and date of completion:

REDEVELOPER'S STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY

(For Confidential Official Use of the Local Public Agency and the Department of Housing and Urban Development. Do Not Transmit to HUD Unless Requested or Item 8b is Answered "Yes.")

1. a. Name of Redeveloper:

b. Address and ZIP Code of Redeveloper:

2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to, the purchase or lease of land from

(Name of Local Public Agency)

in _____
(Name of Urban Renewal or Redevelopment Project Area)

in the City of _____, State of _____,
is described as follows:

3. Is the Redeveloper a subsidiary of or affiliated with any other corporation or corporations or any other firm or firms? ☐ YES ☐ NO

If Yes, list each such corporation or firm by name and address, specify its relationship to the Redeveloper, and identify the officers and directors or trustees common to the Redeveloper and such other corporation or firm.

4. a. The financial condition of the Redeveloper, as of _____, 19____, is as reflected in the attached financial statement.

(NOTE: Attach to this statement a certified financial statement showing the assets and the liabilities, including contingent liabilities, fully itemized in accordance with accepted accounting standards and based on a proper audit. If the date of the certified financial statement precedes the date of this submission by more than six months, also attach an interim balance sheet not more than 60 days old.)

b. Name and address of auditor or public accountant who performed the audit on which said financial statement is based:

5. If funds for the development of the land are to be obtained from sources other than the Redeveloper's own funds, a statement of the Redeveloper's plan for financing the acquisition and development of the land:

1. State the Redeveloper's estimates, exclusive of payment for the land, for:

- a. Total cost of any residential redevelopment. \$
- b. Cost per dwelling unit of any residential redevelopment. \$
- c. Total cost of any residential rehabilitation \$
- d. Cost per dwelling unit of any residential rehabilitation \$

2. a. State the Redeveloper's estimate of the average monthly rental (*if to be rented*) or average sale price (*if to be sold*) for each type and size of dwelling unit involved in such redevelopment or rehabilitation:

TYPE AND SIZE OF DWELLING UNIT	ESTIMATED AVERAGE MONTHLY RENTAL	ESTIMATED AVERAGE SALE PRICE
	\$	\$

b. State the utilities and parking facilities, if any, included in the foregoing estimates of rentals:

c. State equipment, such as refrigerators, washing machines, air conditioners, if any, included in the foregoing estimates of sales prices:

CERTIFICATION

I (We)¹ _____
certify that this Redeveloper's Statement for Public Disclosure is true and correct to the best of my (our) knowledge and belief.²

Dated: _____

Dated: _____

Signature

Signature

Title

Title

Address and ZIP Code

Address and ZIP Code

¹ If the Redeveloper is an individual, this statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this statement.

² **Penalty for False Certification:** Section 1001, Title 18, of the U.S. Code, provides a fine of not more than \$10,000 or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of any Department of the United States.

- a. If the Redeveloper is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock¹.
- b. If the Redeveloper is a nonprofit or charitable institution or corporation, the members who constitute the board of trustees or board of directors or similar governing body.
- c. If the Redeveloper is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.
- d. If the Redeveloper is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.
- e. If the Redeveloper is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

NAME, ADDRESS, AND ZIP CODE

POSITION TITLE (if any) AND PERCENT OF INTEREST OR
DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

6. Name, address, and nature and extent of interest of each person or entity (not named in response to Item 5) who has a beneficial interest in any of the shareholders or investors named in response to Item 5 which gives such person or entity more than a computed 10% interest in the Redeveloper (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Redeveloper; or more than 50% of the stock in a corporation which holds 20% of the stock of the Redeveloper):

NAME, ADDRESS, AND ZIP CODE

DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

7. Names (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 5 or Item 6 above:

B. RESIDENTIAL REDEVELOPMENT OR REHABILITATION

(The Redeveloper is to furnish the following information, but *only* if land is to be redeveloped or rehabilitated in whole or in part for *residential* purposes.)

¹ If a corporation is required to file periodic reports with the Federal Securities and Exchange Commission under Section 13 of the Securities Exchange Act of 1934, so state under this Item 5. In such case, the information referred to in this Item 5 and in Items 6 and 7 is not required to be furnished.

REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE¹

A. REDEVELOPER AND LAND

1. a. Name of Redeveloper:
- b. Address and ZIP Code of Redeveloper:
- c. IRS Number of Redeveloper:
2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to, the purchase or lease of land from

(Name of Local Public Agency)

in _____

(Name of Urban Renewal or Redevelopment Project Area)

in the City of _____, State of _____,

is described as follows²

3. If the Redeveloper is not an individual doing business under his own name, the Redeveloper has the status indicated below and is organized or operating under the laws of _____:

☐ A corporation.

☐ A nonprofit or charitable institution or corporation.

☐ A partnership known as

☐ A business association or a joint venture known as

☐ A Federal, State, or local government or instrumentality thereof.

☐ Other (explain)

4. If the Redeveloper is not an individual or a government agency or instrumentality, give date of organization:
5. Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, and investors of the Redeveloper, other than a government agency or instrumentality, are set forth as follows:

¹ If space on this form is inadequate for any requested information, it should be furnished on an attached page which is referred to under the appropriate numbered item on the form.

² Any convenient means of identifying the land (such as block and lot numbers or street boundaries) is sufficient. A description by metes and bounds or other technical description is acceptable, but not required.

THIS AGREEMENT made this day of , by and between hereinafter called the "Seller", and the (Local Authority), hereinafter called the "Purchaser", a public body created and organized pursuant to and in accordance with the provisions of the

WHEREAS, Seller proposes to sell a completed "Property" consisting of improvements and land: the improvements to consist principally of dwelling units and related appurtenances as described in Exhibit "A" which is incorporated herein by reference and made a part hereof, upon land situated in _____ described generally as _____ and as more fully set forth on the Plat identified as Exhibit "B" which is incorporated herein by reference and made a part hereof; and

WHEREAS, Purchaser has entered into an Annual Contributions Contract dated _____ with the United States of America (hereinafter called the "Government"), under which the Government will provide financial assistance to the Purchaser for the undertaking of the acquisition and operation of housing projects including the undertaking of the acquisition of the Property identified therein as Project No. _____, which contract, as amended to the date of this Agreement, is identified as Exhibit "C" and is incorporated herein by reference and made a part hereof; and

WHEREAS, Seller is willing to sell and Purchaser desires to acquire the Property;

NOW, THEREFORE, Seller and Purchaser in consideration of the premises and of the mutual promises and undertakings hereinafter contained, agree as follows:

ARTICLE I. Improvements. (a) The completed improvements shall be in accordance with Exhibit "A"; in accordance with all State and local laws, codes, ordinances, and regulations applicable to (name locality) ;

and conforming to usual private residential standards. The improvements shall be substantially equal in quality of materials, workmanship, and finishes to /here describe property to be used for comparison; otherwise, delete this sentence/.

(b) In the performance of this Agreement, the Seller shall comply with all of the requirements relating to wages, hours of work, overtime compensation, and equal employment opportunity as set forth in the Special Conditions Relating to Labor (Form HUD-53018) included in Exhibit "A".

(c) The Seller shall remedy any defects in the improvements (i) due to faulty materials or workmanship and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of settlement as defined in this Agreement and (ii) in accordance with the terms of any special guarantees provided in Exhibit "A". The Purchaser shall give notice of observed defects with reasonable promptness. As assurance for the performance of this paragraph (c) the Seller shall, at the time of settlement hereunder, furnish the Purchaser with /here describe the type of assurance, which shall be in an amount equal to two and one-half percent (2½%) of the purchase price and in a form as may be agreeable to the parties, such as a surety bond of a financially responsible surety or bonding company; deposit in escrow with the Purchaser or a banking institution, of cash or negotiable securities; or unconditional and irrevocable letter of credit issued by a banking institution/: Provided, That if the Seller shall fail to furnish such assurance at the time of settlement the Purchaser may withhold from the purchase price as defined in Article VII an amount not to exceed two and one-half percent (2½%) of such purchase price to indemnify the Purchaser for any loss, damage, or expense the Purchaser may suffer by reason of any such defects or damage. Such withheld amount shall be disbursed by the Purchaser to pay the actual and necessary cost or expense to correct such defects or damage; and promptly after the expiration of such one-year period any balance of such withheld amount not required to correct such defects shall be paid to the Seller. No interest shall accrue to the Seller on such withheld amount.

(d) The Seller shall assign to the Purchaser all guarantees and warranties relating to the improvements and materials or equipment included therein, to the extent such guarantees and warranties are assignable, and shall assist the Purchaser in asserting rights thereunder as may be required.

(e) The Seller, upon completion of the work, shall turn over to the Purchaser as-built drawings of the work which he has currently maintained during construction. These should be reproducible drawings on a permanent type of material other than paper and shall show accurately deviations from the contract drawings, also the exact locations of underground utilities and appurtenances as referenced to permanent surface improvements.

ARTICLE II. Inspections. The Seller shall be solely responsible for completion of the aforesaid improvements and nothing contained in this paragraph shall create or affect any relationship between the Purchaser and the Lender or any contractors or subcontractors employed by the Seller in the completion thereof. The Purchaser, acting through "Purchaser's Architect," shall make inspections to determine conformity with this Agreement. The Purchaser and the Government may make reasonable inspections with their own staffs but no comments concerning such inspections shall be made to the Seller except through the Purchaser's Architect. The Purchaser's Architect shall make inspections at least monthly and furnish written reports to the Purchaser which shall include any observed defects or deficiencies in the improvements. He shall also send copies of these reports to the Seller and the Lender within five days of such inspection. In the event of any dispute as to compliance with Exhibit "A" which arises in the course of the work and which cannot be resolved between the Purchaser and Seller, the Purchaser's Architect, upon request, will estimate the amount required for correcting the defect or deficiency. 2/

ARTICLE III. Conveyance of Property. (a) The Property suitable for occupancy shall be conveyed to the Purchaser within _____ days after the date of this Agreement.

(b) If the Seller be delayed in the performance of this Agreement by strikes, lockouts, labor union disputes, fire, unusual delay in transportation, unavoidable casualties, weather, acts of God, or any other causes beyond the Seller's control, or by delay authorized by Purchaser, then the time of the conveyance of the Property shall be extended an equal number of days that conveyance is delayed due to these causes.

ARTICLE IV. Changes. No changes shall be made in Exhibit "A" without a written agreement to that effect executed by the Seller and Purchaser. Such agreement shall state whether or not the purchase price and/or time for conveyance of the Property shall be affected thereby and, if so, to what extent. No such agreement involving a total increase (exclusive of decreases) or a total decrease (exclusive of increases) of _____ Dollars (\$ _____) or more will be binding unless it is approved on its face by the Government; provided that at such time as the aggregate of either such increases or of such decreases exceeds _____ Dollars (\$ _____) any such agreement must be approved by the Government. 3/

ARTICLE V. Title to the Property. Seller warrants that the Property will be conveyed free and clear from all liens and encumbrances, except those specifically excepted or reserved in Exhibit "B," and that title is to be good of record and in fact and merchantable. In case legal steps are necessary to perfect the title, such action must be taken promptly by the Seller at his own expense, whereupon the time hereinafter specified for full settlement by Purchaser will thereby be extended for the period necessary for such prompt action.

ARTICLE VI. Insurance. The risk of loss or damage to the Property by fire or other casualty until the deed of conveyance is delivered is assumed by the Seller. Insurance coverage from the time of settlement shall be the full responsibility of the Purchaser.

ARTICLE VII. Settlement. (a) Within _____ days after the completion of the improvements, as evidenced by the issuance of a certificate of occupancy and all other approvals necessary for occupancy by (here insert name of local regulatory body)

and a statement by the Purchaser's Architect, (i) describing any defects and deficiencies in the improvements and the amounts necessary to correct such defects and deficiencies, and (ii) certifying that, as of the time of settlement, the Property is in good and tenantable condition, the Seller and the Purchaser shall make settlement in accordance with the terms hereof. The Seller shall execute and deliver a good and sufficient general warranty deed for the Property. Upon delivery of said deed, Purchaser will pay as the purchase price of the Property to Seller the sum of 4/ Dollars (\$ _____) with the price of such changes as may have been effected pursuant to ARTICLE IV hereof added thereto or subtracted therefrom as the case may be; provided, however, if the Architect's statement indicates that there are any defects or deficiencies in the improvements the Purchaser may withhold from the purchase price the amounts stated by the Architect as necessary for the correction thereof. This withheld amount shall be paid upon certification by the Architect that the defects and deficiencies have been corrected.

(b) The Property shall be conveyed in the name of _____ and assigns, and Purchaser shall pay the cost of preparation of the general warranty deed and the costs incidental to the execution and recordation thereof; provided, however, that if upon examination, the title shall be found defective and it is not remedied as provided for in ARTICLE V, the Seller shall reimburse the Purchaser for these costs. The Seller shall pay all documentary stamps and taxes applicable to this transaction. The Seller shall have no obligation for the payment of any closing or settlement costs except as provided in this paragraph (b).

(c) Water rent, operating charges and current taxes and assessments are to be adjusted to the date of settlement. All delinquent taxes and assessments, and encumbrances which are a lien against the Property at the time of conveyance to the Purchaser shall be satisfied of record by the Seller at or before the transfer of title and, if the Seller fails to do so, the Purchaser may pay any such delinquent taxes and assessments, and encumbrances which are a lien against the Property. The amount of any such payments by the Purchaser shall be deducted from the purchase price of the Property. Any outstanding special assessments, or future installments thereon, remaining unpaid against the Property shall be paid in full at time of closing by the Seller. All written notices of violations of municipal orders or requirements noted or issued by legal authority, or action in any court on account thereof, against or affecting the Property at the time of settlement, shall be complied with by the Seller and the Property conveyed free thereof.

(d) Settlement shall be held at
(a place selected by agreement of the parties).

(e) Possession shall be delivered to the Purchaser at the time of closing and the Purchaser shall have the right of occupancy from that time.

ARTICLE VIII. Authority of Purchaser. Purchaser warrants that it is a duly organized body corporate and politic authorized by law to purchase real property and improvements thereon and that it is in fact and in law authorized to execute this Agreement. Any breach of this warranty, or if this Agreement be held void, voidable, ultra vires, or if the power or right of the Purchaser to enter into this Agreement is drawn into question in any legal proceeding, or if the Purchaser asserts or claims that this Agreement is not binding upon the Purchaser for any such reason, the occurrence of any such event shall be deemed a substantial default hereunder and under the Annual Contributions Contract. The Purchaser shall not amend or modify the Annual Contributions Contract in any manner which would reduce the amount of the loan or annual contributions payable thereunder with respect to Project No. _____.

ARTICLE IX. Approval by Government. The approval of this Agreement by the Government signifies that the undertaking by the Purchaser of the acquisition of the property constitutes a "project" eligible for financial assistance under the Annual Contributions Contract identified in Exhibit "C"; that said Annual Contributions Contract has been properly authorized; that funds have been reserved by the Government and will be available to effect payment and performance by the Purchaser hereunder; and the Government approval of the terms and conditions hereof.

ARTICLE X. General. No member, officer, or employee of the Purchaser during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XI. Contract of Sale. The provisions of the Contract of Sale covering the Property are embodied in this Agreement; Exhibit "A" hereto containing the working drawings, specifications and conditions relating to the improvements; Exhibit "B" hereto, containing the description of the land upon which the improvement will be situated; and Exhibit "C" hereto, containing the Annual Contributions Contract, each of which Exhibits has been inscribed with the initials of the parties hereto or otherwise appropriately identified.

ARTICLE XII. Prohibition Against Transfer of Contract of Property. The Seller agrees that he has not made, and will not make or agree to make, any sale, assignment, conveyance, or transfer in any other form, of this Contract or the Property, or any part thereof or any interest therein, except as follows:

1. To an entity to which this Contract has been assigned with the prior written consent of the Purchaser and the Government.
2. To a mortgagee for the purpose of obtaining financing of the completion of the Property.

For the purposes of this Article, a transfer of stock in the Seller, in whole or in part, by a party holding ten percent or more of the stock of the Seller, or a transfer by more than one stockholder of the Seller of ten percent or more of the stock of the Seller, or any other similarly significant change in the ownership of such stock or in the relative distribution thereof, or with respect to the parties in control of the Seller or the degree thereof, by any other method or means, whether by increased capitalization, merger with another corporation, corporate or other amendments, issuance of new or additional stock or classification of stock or otherwise, shall be deemed an assignment or conveyance with respect to this Contract or the Property. With respect to this provision, the Seller and the parties signing this Contract on behalf of the Seller represent that they have the authority of all of its existing stockholders to agree to this provision on their behalf and to bind them with respect thereto. The Seller agrees to notify the Purchaser promptly of any such proposed transfer and to request written approval thereof.

IN WITNESS WHEREOF, the parties hereto have had these presents duly executed in their respective names and by their respective officers as of the day and year first hereinabove written.

By _____
Seller

ATTEST:

By _____
Purchaser

APPROVED:

United States of America
Secretary of Housing and Urban Development

By _____

- 1/ This suggested form of contract highlights points to be considered in drafting the final document to evidence the agreement of the parties: e.g., the Property may be delivered in stages, and conditions should conform as nearly as practicable to local custom and practice such as proration of taxes, assessments, and other costs included in settlement. If agreement to deliver the Property or part thereof in stages is made after the Seller's proposal has been received, the purchase price shall be reduced commensurate with any savings to the Seller such as interest costs.
- 2/ The Lender may wish to provide for escrow of an amount which is sufficient in its opinion to remedy the defect or deficiency.
- 3/ Amounts in this paragraph to be determined by the Purchaser and Seller, and approved by the Government.
- 4/ This amount is determined in accordance with the Letter of Intent. If the Seller desires, payment may be made direct to the Lender in which case this paragraph should be appropriately modified. In the alternative, an assignment of such payment may be made with the written consent of the Purchaser approved by the Government.

M O D E L

D I S P O S I T I O N A G R E E M E N T

B Y A N D B E T W E E N

B O S T O N R E D E V E L O P M E N T A U T H O R I T Y

A N D

SUMNER STREET NDP

CONTRACT FOR SALE OF LAND
TO REDEVELOPER FOR "TURNKEY" LOW-RENT
PUBLIC HOUSING PROJECT

THIS CONTRACT (hereinafter called "Contract") made on or as of the _____ day of _____, 19____, by and between the _____ a public body corporate (hereinafter called "Agency"), established pursuant to _____ of the State of _____ (hereinafter called "Urban Renewal Act"), and having its office at _____ in the City of _____ (hereinafter called "City"), State of _____, and _____, a _____ organized and existing under the laws of the State of _____ (hereinafter called "Redeveloper"), and having its office at _____, WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the Agency has undertaken a program for the clearance and reconstruction or rehabilitation of slum and blighted areas in the City, and in this connection is engaged in carrying out an urban renewal project known as the "_____ Project" (hereinafter called the "Project") in an area (hereinafter called the "Project Area") located in the City; and

WHEREAS, the uses to which land in the Project Area may be devoted are controlled by an Urban Renewal Plan, which is more particularly described in Schedule A annexed hereto and made a part hereof; and

WHEREAS, in accordance with the Urban Renewal Plan, the portion of the Project Area which is the subject of this Contract may be reused as the site for a low-rent public housing project; and

WHEREAS, on _____, 19____, the Redeveloper entered into a contract (hereinafter called the "Turnkey Contract") with _____ (hereinafter called the "Local Housing Authority"), which Turnkey Contract is more particularly described in Schedule B annexed hereto and made a part hereof; and

WHEREAS, pursuant to the Turnkey Contract, the Redeveloper is to sell to the Local Housing Authority a completed Turnkey development (hereinafter called the "Improvements") on the portion of the Project Area which is the subject of this Contract, said Improvements to be in accordance with certain plans and specifications (hereinafter called the "Plans") constituting Exhibit "A" to the Turnkey Contract, which plans have been heretofore approved by the Agency and the Local Housing Authority; and

WHEREAS, to permit accomplishment of the objectives of the Urban Renewal Plan and the Turnkey Contract, the Agency is willing to sell the real property covered by this Contract to the Redeveloper at a price determined pursuant to the provisions of Section 107(b) of the Housing Act of 1949, as amended, upon condition that said real property shall be redeveloped in accordance with the

Turnkey Contract and conveyed as redeveloped to the Local Housing Authority; and

WHEREAS, the Redeveloper understands that redevelopment pursuant to the Plans and subsequent conveyance to the Local Housing Authority pursuant to the Turnkey Contract are the only permitted uses of the real property covered by this Contract and that violation by the Redeveloper of the terms of the Turnkey Contract or use of said real property in a manner inconsistent with the Turnkey Contract or the understandings herein stated will result in immediate recapture of title by the Agency:

Now, THEREFORE, in consideration of the premises and of the mutual promises and undertakings hereinafter contained, the Agency and the Redeveloper agree as follows:

SEC. 1. SALE: PURCHASE PRICE

Subject to all the terms, covenants and conditions of this Contract, the Agency will sell certain real property (hereinafter called the "Property") in the Project Area, which Property is more particularly described in Schedule C annexed hereto and made a part hereof, to the Redeveloper as the site for a Turnkey low-rent public housing project to be constructed by the Redeveloper in accordance with the Plans and to be subsequently conveyed by the Redeveloper to the Local Housing Authority in accordance with the Turnkey Contract. The Agency will sell the Property to the Redeveloper for, and the Redeveloper will purchase the Property from the Agency and pay therefor, the amount of _____ Dollars (\$ _____), hereinafter called the "Purchase Price," to be paid in cash or by certified check simultaneously with the delivery of the deed conveying the Property to the Redeveloper.

SEC. 2. CONVEYANCE OF PROPERTY

(a) Form of Deed. The Agency shall convey to the Redeveloper title to the Property by _____ deed (hereinafter called the "Deed"). Such conveyance and title shall, in addition to the condition subsequent provided for in Section 19 hereof, and to all other conditions, covenants, and restrictions set forth or referred to elsewhere in this Contract, be subject to such easements, reservations, encumbrances and exceptions as may be referred to in Schedule D annexed hereto and made a part hereof.

(b) Time and Place for Delivery of Deed. The Agency shall deliver the Deed and possession of the Property to the Redeveloper, upon payment of the Purchase Price by the Redeveloper and upon submission of evidence by the Redeveloper, satisfactory to the Agency, that the Redeveloper has the equity capital and commitments for mortgage financing necessary to construct the Improvements, on _____, 19____, or on such earlier date as the parties hereto may mutually agree in writing. Conveyance shall be made at the following location: _____.

(c) Apportionment of Current Taxes. The portion of the current taxes, if any, on the Property which are a lien on the date of delivery of the Deed to the Redeveloper allocable to buildings and other improvements which have been demolished or removed from the Property by the Agency shall be borne by the Agency, and the portion of such current taxes allocable to the land shall be apportioned between the Agency and the Redeveloper as of the date of the delivery of the Deed. If the amount of the current taxes on the Property is

not ascertainable on such date, the apportionment between the Agency and the Redeveloper shall be on the basis of the amount of the most recently ascertainable taxes on the Property, but such apportionment shall be subject to final adjustment within thirty (30) days after the date the actual amount of such current taxes is ascertained.

(d) Recordation of Deed. The Redeveloper shall promptly file the Deed for recordation among the land records of the City. The Redeveloper shall pay all costs (including the cost of the Federal documentary stamp tax on the Deed, for which stamps in the proper amount shall be affixed to the Deed by the Redeveloper) for so recording the Deed.

SEC. 3. SITE PREPARATION BY AGENCY

The Agency shall, prior to conveyance of the Property and without expense to the Redeveloper, prepare the Property for redevelopment in accordance with the standards set forth in Schedule E annexed hereto and made a part hereof. In addition, the Agency shall, prior to completion of construction work by the Redeveloper and without expense to the Redeveloper or assessment or claim against the Property, provide or secure, or cause to be provided or secured, the actions with respect to the Property set forth in said Schedule E.

SEC. 4. CONSTRUCTION OF IMPROVEMENTS

The Redeveloper will redevelop the Property with Improvements to be used as a "Turnkey" low-rent public housing project by the Local Housing Authority in accordance with the requirements of the Turnkey Contract. Acceptance of delivery of the Property with the Improvements by the Local Housing Authority pursuant to the Turnkey Contract shall constitute incontestable evidence of completion of construction of Improvements by the Redeveloper.

SEC. 5. RESTRICTIONS ON USE

The Redeveloper agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper for itself, and its successors and assigns, that the Redeveloper and its successors and assigns shall:

(a) Devote the Property only to and in accordance with the uses specified in the Urban Renewal Plan; and

(b) Not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

SEC. 6. COVENANTS: BINDING UPON SUCCESSORS IN INTEREST: PERIOD OF DURATION

It is intended and agreed, and the Deed shall so expressly provide, that the covenants provided in Section 5 shall be covenants running with the land binding to the fullest extent permitted by law and equity for the

benefit and in favor of, and enforceable by, the Agency, its successors and assigns, the City, and any successor in interest to the Property, or any part thereof, and the owner of any other land (or of any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan, and the United States (in the case of the covenant provided in subsection (b) of Section 5), against the Redeveloper, its successors and assigns, and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. In this connection, such covenants shall bind only holders of title to, or those in possession or occupancy of, the Property. It is further intended and agreed that the covenant provided in subsection (a) of Section 5 shall remain in effect from the date of the Deed until _____, 19____, the period of time specified or referred to in the Urban Renewal Plan, or until such date thereafter to which it may be extended by proper amendment of the Urban Renewal Plan. The covenant provided in subsection (b) of Section 5 shall remain in effect without limitation as to time. The terms "uses specified in the Urban Renewal Plan" and "land use" referring to provisions of the Urban Renewal Plan, or similar language in this Contract, shall include the land and all building, housing, and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

SEC. 7. PROHIBITION AGAINST TRANSFER OF PROPERTY

The Redeveloper has not made or created and will not make or suffer to be made any sale, assignment, conveyance, lease, or transfer in any other form of, or with respect to, this Contract or the Property, or any part thereof or any interest therein, or contract or agree to do any of the same, except as follows:

- (i) to the Local Housing Authority pursuant to the Turnkey Contract,
- (ii) to an entity to whom the Turnkey Contract has been assigned with the written consent of the Local Housing Authority,
- (iii) to a mortgagee for the purpose of obtaining financing in accordance with Section 8 of this Contract.

In the event of an assignment or conveyance under (i), supra, the terms of the Turnkey Contract shall govern. In the event of an assignment by way of mortgage under (iii), supra, the provisions of Section 8 shall govern. In the event of an assignment or transfer pursuant to (ii), supra, the following requirements shall apply:

- (1) The transferee, by instrument in writing satisfactory to the Agency and in recordable form, shall, for itself and its successors and assigns, expressly assume all of the obligations of the Redeveloper under this Contract and agree to be subject to all the conditions and restrictions to which the Redeveloper is subject.
- (2) The consideration payable for the transfer by the transferee or on its behalf shall not exceed an amount representing the actual cost (including initial closing costs and carrying charges) to the

Redeveloper of the Property (or allocable to the part thereof or interest therein transferred) and the Improvements, if any, theretofore made thereon by it.

For the purposes of this Section, a transfer of stock in the Redeveloper, in whole or in part, by a party holding ten percent or more of the stock of the Redeveloper, or a transfer, by more than one stockholder of the Redeveloper, of ten percent or more of the stock of Redeveloper, or any other similarly significant change in the ownership of such stock or in the relative distribution thereof, or with respect to the parties in control of the Redeveloper or the degree thereof, by any other method or means, whether by increased capitalization, merger with another corporation, corporate or other amendments, issuance of new or additional stock or classification of stock or otherwise, shall be deemed an assignment or conveyance with respect to this Contract or the Property. With respect to this provision, the Redeveloper and the parties signing this Contract on behalf of the Redeveloper represent that they have the authority of all of its existing stockholders to agree to this provision on their behalf and to bind them with respect thereto.

The Deed shall contain covenants on the part of the Redeveloper for itself, and its successors and assigns, implementing the requirements of this Section. Such covenants shall run with the land and be binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns.

In order to assist in the effectuation of the purposes of this Section, the Redeveloper agrees that during the period between execution of this Contract and conveyance of the Property to the Local Housing Authority pursuant to the Turnkey Contract, (a) the Redeveloper will promptly notify the Agency of any and all changes whatsoever in the ownership of stock, legal or beneficial, or of any other act or transaction involving or resulting in any change in the ownership of such stock or in the relative distribution thereof, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information; and (b) the Redeveloper shall, at such time or times as the Agency may request, furnish the Agency with a complete statement, subscribed and sworn to by the President or other executive officer of the Redeveloper, setting forth all of the stockholders of the Redeveloper and the extent of their respective holdings, and in the event any other parties have a beneficial interest in such stock, their names and the extent of such interest, all as determined or indicated by the records of the Redeveloper, by specific inquiry made by any such officer, of all parties who on the basis of such records own 10 percent or more of the stock in the Redeveloper, and by such other knowledge or information as such officer shall have. Such lists, data, and information shall in any event be furnished the Agency immediately prior to the delivery of the Deed to the Redeveloper and as a condition precedent thereto, and annually thereafter on the anniversary of the date of the Deed until the conveyance of the Property to the Local Housing Authority.

SEC. 8. LIMITATION UPON ENCUMBRANCE OF PROPERTY

Neither the Redeveloper nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Property, except for the purposes only of obtaining funds to assist in the purchase of the Property and the development and construction of the Improvements. The Redeveloper (or successor in interest) shall notify the Agency in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the Property, and in any event it shall promptly notify the Agency of any encumbrance or lien that has been created on or attached to the Property, whether by voluntary act of the Redeveloper or otherwise.

SEC. 9. MORTGAGEES NOT OBLIGATED TO CONSTRUCT

Notwithstanding any of the provisions of this Contract, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Contract (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Contract to construct or complete the Improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder. Nothing in this Section or any other Section or provision of this Contract shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Urban Renewal Plan and this Contract.

SEC. 10. Copy of Notice of Default to Mortgagee. Whenever the Agency shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper in its obligations or covenants under this Contract, the Agency shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Contract at the last address of such holder shown in the records of the Agency.

SEC. 11. Mortgagee's Option To Cure Defaults. After any breach or default referred to in Section 10 hereof, each such holder shall (insofar as the rights of the Agency are concerned) have the right, at its option, to cure or remedy such breach or default (or such breach or default to the extent that it relates to the part of the Property covered by its mortgage) and to add the cost thereof to the mortgage debt and the lien of its mortgage: Provided, That if the breach or default is with respect to construction of the Improvements, nothing contained in this Section or any other Section of this Contract shall be deemed to permit or authorize such

holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect Improvements or construction already made) without first having expressly assumed the obligation to the Agency, by written agreement satisfactory to the Agency, to complete, in the manner provided in this Contract, the Improvements on the Property or the part thereof to which the lien or title of such holder relates.

SEC. 12. Agency's Option To Pay Mortgage Debt or Purchase Property.

In any case, where, subsequent to default or breach by the Redeveloper (or successor in interest) under this Contract, the holder of any mortgage on the Property or part thereof

- (a) has, but does not exercise, the option to construct or complete the Improvements relating to the Property or part thereof covered by its mortgage or to which it has obtained title, and such failure continues for a period of sixty (60) days after the holder has been notified or informed of the default or breach; or
- (b) undertakes construction or completion of the Improvements but does not complete such construction within the period as agreed upon by the Agency and such holder, and such default shall not have been cured within sixty (60) days after written demand by the Agency so to do,

the Agency shall (and every mortgage instrument made prior to completion of the Improvements with respect to the Property by the Redeveloper or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured thereby, or, in the event ownership of the Property (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the Agency shall be entitled, at its option, to a conveyance to it of the Property or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of: (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings); (ii) all expenses with respect to the foreclosure, including reasonable attorney's fees; (iii) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Property; (iv) the costs of any Improvements made by such holder; and (v) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

SEC. 13. Agency's Option To Cure Mortgage Default. In the event of a default or breach prior to the completion of the Improvements by the Redeveloper, or any successor in interest, in or of any of its obligations under, and to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Property or part thereof, the Agency may at its option cure such default or breach, in which case the Agency shall be entitled, in addition to and without limitation upon any other rights or

remedies to which it shall be entitled by this Contract, operation of law, or otherwise, to reimbursement from the Redeveloper or successor in interest of all costs and expenses incurred by the Agency in curing such default or breach and to a lien upon the Property (or the part thereof to which the mortgage, encumbrance, or lien relates) for such reimbursement: Provided, That any such lien shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made,) any then existing mortgages on the Property authorized by this Contract.

SEC. 14. Mortgage and Holder. For the purposes of this Contract: The term "mortgage" shall include a deed of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan or a judgment note of record payable to a lender who has advanced funds to the Redeveloper in reliance upon the Turnkey Contract. The term "holder" in reference to a mortgage shall include any insurer or guarantor of any obligation or condition secured by such mortgage or deed of trust, including, but not limited to, the Federal Housing Commissioner, the Administrator of Veterans Affairs, and any successor in office of either such official and any lender or holder of a judgment note referred to in the preceding sentence.

SEC. 15. ENFORCED DELAY IN PERFORMANCE

Neither the Agency nor the Redeveloper shall be considered in breach of, or default in, their obligations under this Contract in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond their control and without their fault or negligence. The time for the performance of such obligations shall be extended for the period of the enforced delay. Extensions of time for the commencement or completion of construction of the Improvements by the Redeveloper due to enforced delay which are granted by the Local Housing Authority pursuant to the Turnkey Contract shall be binding upon the Agency and the Redeveloper for purposes of this Contract.

SEC. 16. CURE OR REMEDY OF DEFAULT OR BREACH OF CONTRACT

Except as otherwise provided in this Contract, in the event of any default in or breach of this Contract, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

SEC. 17. Termination by Redeveloper Prior to Conveyance. In the event that

- (a) the Agency does not tender conveyance of the Property, or possession thereof, in the manner and condition, and by the date, provided in this Contract, and any such failure shall not be cured within thirty (30) days after the date of written demand by the Redeveloper; or
- (b) the Redeveloper shall furnish evidence satisfactory to the Agency that it has been unable, after and despite diligent effort to obtain acceptable mortgage financing for the purchase of the Property and the construction of the Improvements, and the Redeveloper shall, after having submitted such evidence and if so requested by the Agency, continue to make diligent efforts to obtain such financing for a period of sixty (60) days after such request, but without success,

then this Contract shall, at the option of the Redeveloper, be terminated by written notice thereof to the Agency and, neither the Agency nor the Redeveloper shall have any further rights against or liability to the other under this Contract.

SEC. 18. Termination by Agency Prior to Conveyance. In the event that

- (a) prior to conveyance of the Property to the Redeveloper and in violation of this Contract
 - (i) the Redeveloper (or any successor in interest) assigns or attempts to assign this Contract or any rights therein, or in the Property, or
 - (ii) there is any change in the ownership or distribution of the stock of the Redeveloper or with respect to the identity of the parties in control of the Redeveloper or the degree thereof; or
- (b) the Redeveloper does not submit (except as excused under subdivision (b) of Section 17 hereof) evidence that it has the necessary equity capital and mortgage financing, in satisfactory form and in the manner and by the date provided in this Contract therefor; or
- (c) the Redeveloper does not pay the Purchase Price and take title to the Property upon tender of conveyance by the Agency pursuant to this Contract, and if any default or failure referred to in subdivisions (b) and (c) of this Section shall not be cured within thirty (30) days after the date of written demand by the Agency,

then this Contract, and any rights of the Redeveloper, or any assignee or transferee, in this Contract, or arising therefrom with respect to the Agency or the Property, shall, at the option of the Agency, be terminated by the Agency, in which event neither the Redeveloper (or assignee or transferee) nor the Agency shall have any further rights against or liability to the other under this Contract.

SEC. 19. Revesting Title in Agency Upon Happening of Event Subsequent to Conveyance to Redeveloper. In the event that subsequent to conveyance of the Property to the Redeveloper and prior to conveyance of the Property by the Redeveloper to the Local Housing Authority

- (a) the Redeveloper (or successor in interest) shall default in or violate its obligations with respect to the Turnkey Contract and as a consequence, the Local Housing Authority shall terminate the Turnkey Contract; or
- (b) the Redeveloper (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by this Contract, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Agency made for such payment, removal, or discharge, within ninety (90) days after written demand by the Agency so to do; or
- (c) there is, in violation of this Contract, any transfer of the Property or any part thereof, or any change in the ownership or distribution of the stock of the Redeveloper, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Agency to the Redeveloper,

then the Agency shall have the right to re-enter and take possession of the Property and to terminate (and re-vest in the Agency) the estate conveyed by the Deed to the Redeveloper, it being the intent of this provision, together with other provisions of this Contract, that the conveyance of the Property to the Redeveloper shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Redeveloper specified in subdivisions (a), (b), and (c) of this Section, and in the event of failure on the part of the Redeveloper to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such subdivisions, the Agency at its option may declare a termination in favor of the Agency of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the Redeveloper, and that such title and all rights and interests to and in the Property, shall revert to the Agency: Provided, That such condition subsequent and any revesting of title as a result thereof in the Agency shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, (i) the lien of any mortgage authorized by this Contract, and (ii) any rights or interests provided in this Contract for the protection of the holders of such mortgages.

SEC. 20. Resale of Reacquired Property; Disposition of Proceeds.
Upon the revesting in the Agency of title to the Property as provided in Section 19, the Agency shall, pursuant to its responsibilities under the

Urban Renewal Act, use its best efforts to resell the Property (subject to such mortgage liens as in Section 19 set forth and provided) as soon and in such manner as the Agency shall find feasible and consistent with the objectives of such Act and of the Urban Renewal Plan to a qualified and responsible party or parties (as determined by the Agency) who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be satisfactory to the Agency and in accordance with the uses specified for such Property in the Urban Renewal Plan.

It is expressly agreed and understood by the Redeveloper that upon revesting of title as provided in Section 19, the Agency shall have the unqualified right to resell the Property and any improvements thereon to the Local Housing Authority upon such terms and conditions and at such price as shall be deemed fair and equitable under the circumstances by the Agency and the Local Housing Authority. In the event of such resale to the Local Housing Authority, the Redeveloper hereby releases the Agency and the Local Housing Authority from any claim, suit or liability from, by or on behalf of, the Redeveloper, its successor and assigns, on account of such resale including, but not limited to any alleged failure of the Agency to mitigate the Redeveloper's damages.

- Upon resale of the Property, the proceeds thereof shall be applied:
- (a) First, to reimburse the Agency, on its own behalf or on behalf of the City, for all costs and expenses incurred by the Agency, including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the Property (but less any income derived by the Agency from the Property in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property (or, in the event the Property is exempt from taxation or assessment or such charges, during the period of ownership thereof by the Agency, an amount, equal to such taxes, assessments, or charges, as determined by the City assessing official, as would have been payable if the Property were not so exempt; any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property at the time of revesting of title thereto in the Agency or to discharge or prevent from attaching or being made any subsequent encumbrances or liens existing on the Property at the time of revesting of title thereto in the Agency or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Redeveloper, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property; and any amounts otherwise owing the Agency by the Redeveloper and its successor or transferee; and

- (b) Second, to reimburse the Redeveloper, its successor or transferee, up to an amount equal to (1) the sum of the purchase price paid by it for the Property and the cash actually invested by it in making any of the Improvements on the Property, less (2) any gains or income withdrawn or made by it from this Contract or the Property.

Any balance remaining after such reimbursements shall be retained by the Agency as its property.

SEC. 21. Other Rights and Remedies of Agency; No Waiver by Delay.

The Agency shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of Sections 16, 17, 18, 19 and 20, including, but not limited to, the right to execute and record or file among the public land records in the office in which the Deed is recorded a written declaration of the termination of all the right, title, and interest of the Redeveloper, its successors in interest and assigns, in the Property, and the reversioning of title thereto in the Agency: Provided, That any delay by the Agency in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under the said provisions of this Contract shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way. It is the intent of this provision that the Agency should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved.

SEC. 22. Rights and Remedies Cumulative. The rights and remedies of the parties to this Contract, whether provided by law or by this Contract, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under this Contract shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

SEC. 23. Party in Position of Surety With Respect to Obligations.

The Redeveloper, for itself and its successors and assigns, and for all other persons who are or who shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under this Contract, hereby waives, to the fullest extent permitted by law and equity, any and all claims or defenses otherwise available on the ground of its (or their) being or having become a person in the position of a

surety, whether real, personal, or otherwise or whether by agreement or operation of law, including, without limitation on the generality of the foregoing, any and all claims and defenses based upon extension of time, indulgence, or modification of terms of contract.

SEC. 24. Conflict of Interests; Agency Representatives Not Individually Liable. No member, official, or employee of the Agency shall have any personal interest, direct or indirect, in this Contract, nor shall any such member, official, or employee participate in any decision relating to this Contract which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the Agency shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Redeveloper or successor or on any obligations under the terms of this Contract.

SEC. 25. Provisions Not Merged With Deed. None of the provisions of this Contract are intended to or shall be merged by reason of any deed transferring title to the Property from the Agency to the Redeveloper or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Contract.

SEC. 26. Titles of Sections. Titles of the several Sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SEC. 27. NOTICES AND DEMANDS.

A notice, demand, or other communication under this Contract by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (i) in the case of the Redeveloper, is addressed to or delivered personally to the Redeveloper at _____; and
- (ii) in the case of the Agency, is addressed to or delivered personally to the Agency at _____

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

SEC. 28. COUNTERPARTS.

This Contract is executed in _____ counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Agency has caused this Contract to be duly executed in its name and behalf by its _____ and its seal to be hereunto duly affixed and attested by its _____, and the Redeveloper has caused this Contract to be duly executed in its name and behalf by its President and its corporate seal to be hereunto duly affixed and attested by its Secretary, on or as of the day first above written.

(Agency)

By _____

Attest:

(Redeveloper)

By _____
(President)

Attest:

(Secretary)

1

SCHEDULE A

The Urban Renewal Plan for the Project is dated _____,
19 __, and was approved by the _____ of the City on
_____, 19__, by Resolution No. _____. The
Urban Renewal Plan includes the following amendments thereto:

and any subsequent amendments approved pursuant to law.

A copy of the Urban Renewal Plan as constituted on the date of this
Contract has been recorded among the land records for the place in which
the Project Area is situated, as follows:

SCHEDULE B

The Turnkey Contract is that certain Contract by and between
(Redeveloper) _____ and _____ (LHA) _____,
dated _____, 19____, numbered _____ which Turnkey
Contract, consisting of _____ pages and _____
attachments has been duly recorded among the land records for the place
in which the Project Area is situated as follows:



SCHEDULE C

Description of Property

All that certain parcel or parcels of land located in the City of _____, County of _____, State of _____, more particularly described as follows:

[together with

]



SCHEDULE D

Conveyance of, and title to the Property shall, in addition to those conditions, covenants and restrictions referred to in this Contract, be subject to the following easements, reservations, encumbrances or exceptions:

Right of Entry for Utility Service. The Agency reserves for itself, the City, the Local Housing Authority and any public utility company, as may be appropriate, the unqualified right to enter upon the Property at all reasonable times for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within the Property boundary lines and provided for in the easements described or referred to herein.

Redeveloper Not To Construct Over Utility Easements. The Redeveloper shall not construct any building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities described or referred to herein unless such construction is provided for in such easement or has been approved by the City and the Local Housing Authority. If approval for such construction is requested by the Redeveloper, the Agency shall use its best efforts to assure that such approval shall not be withheld unreasonably.



SCHEDULE E

Work To Be Performed by Agency. The Agency shall, prior to conveyance of the Property and without expense to the Redeveloper, prepare the Property for redevelopment by the Redeveloper in accordance with the Urban Renewal Plan and this Contract. Such preparation of the Property shall consist of the following (unless the Agency and the Redeveloper hereafter agree in writing that any of such preparation shall not be done, or that it shall be done subsequent to the conveyance of the Property):

- (a) Demolition and Removal. The demolition and removal to the surface elevation of the adjoining ground of all existing buildings, other structures and improvements on the Property, including the removal of all bricks, lumber, pipes, equipment and other material, and all debris and rubbish resulting from such demolition, except such material and debris as may be used for any filling required by this Schedule.
- (b) Reduction of Walls. The reduction of all walls, including foundation walls, to the surface elevation of the adjoining ground.
- (c) Breaking Up Basement Floors. The breaking up of all basement or cellar floors sufficiently to permit proper drainage.
- (d) Removal of Paving. The removal by the Agency or by the appropriate public body of all paving (including catch basins, curbs, gutters, drives, and sidewalks) within or on the Property.
- (e) Removal of Public Utility Lines. The removal or abandonment by the Agency or by the appropriate public body or public utility company of all public utility lines, installations, facilities, and related equipment within or on the Property.
- (f) Filling and Grading. Such filling, grading, and leveling of the land (but not including topsoil or landscaping) as will permit proper drainage and place the Property in a safe, clean, sanitary, and nonhazardous condition.
- (g) Filling Materials. The filling of all basements or other excavations exposed as a result of the work performed by the Agency pursuant to this Schedule, with noncombustible materials to a level twelve (12) inches below the surface of the adjoining ground on all sides thereof.

Expenses, Income, and Salvage. All expenses, including current taxes, if any, relating to buildings or other structures demolished or to be demolished in accordance herewith shall be borne by, and all income or salvage received as a result of the demolition of such buildings or structures shall belong to, the Agency.

Agency's Responsibilities for Certain Other Actions. The Agency, without expense to the Redeveloper or assessment or claim against the Property and prior to completion of the Improvements (or at such earlier time or times as the Redeveloper and the Agency may agree in writing), shall, in accordance with the Urban Renewal Plan, provide or secure or cause to be provided or secured, the following:

- (a) Vacation of Streets, Etc. The closing and vacation of all existing streets, alleys, and other public rights-of-way within or abutting on the Property.
- (b) Replatting, Resubdivision, or Rezoning. The replatting, resubdivision, or rezoning of the Property, if necessary for the conveyance thereof to the Redeveloper.
- (c) Improvements of Existing Streets. The improvement (by the Agency or by the appropriate public body) by resurfacing, rebuilding, or new construction, in accordance with the technical specifications, standards, and practices of the City, of the existing streets, alleys, or other public rights-of-way (including catch basins, curbs and gutters, drive and curb cuts, and drives between the property line of the Property and the public rights-of-way) abutting on the Property.
- (d) Construction and Dedication of New Streets. The construction (by the Agency or by the appropriate public body), in accordance with the technical specifications, standards, and practices of the City, and the dedication of all new streets, alleys, and other public rights-of-way (including catch basins, curbs, and gutters) abutting on the Property.
- (e) Installation of Sidewalks. The installation (by the Agency or by the appropriate public body) in accordance with the technical specifications, standards, and practices of the City, of public sidewalks along the frontage of the public streets abutting on the Property or within the rights-of-way lines of such public streets, together with sodding or seeding of any such public area between such sidewalks or the curb lines of such public streets.
- (f) Street Lighting, Signs, and Fire Hydrants. The installation (by the Agency or by the appropriate public body), in accordance with the technical specifications, standards, and practices by

the City, of street lighting, signs, and fire hydrants in connection with all new streets abutting on the Property and to be constructed pursuant to this Schedule.

- (g) Installation of Public Utilities. The installation or relocation (by the Agency or by the appropriate public body or public utility company) of such sewers, drains, water and gas distribution lines, electric, telephone, and telegraph lines, and all other public utility lines, installations, and facilities as are necessary to be installed or relocated on or in connection with the Property by reason of the redevelopment contemplated by the Urban Renewal Plan and the development of the Property: Provided, That the Agency shall not be responsible for, nor bear any portion of the cost of, installing the necessary utility connections within the boundaries of the Property between the Improvements to be constructed on the Property by the Redeveloper and the water, sanitary sewer, and storm drain mains or other public utility lines owned by the City or by any public utility company within or without such boundaries, or electric, gas, telephone, or other public utility lines owned by any public utility company within or without such boundaries, and the Redeveloper shall secure any permits required for any such installation without cost or expense to the Agency.

Waiver of Claims and Joining in Petitions by Redeveloper. The Redeveloper waives (as the purchaser of the Property under this Contract and as the owner after the conveyance of the Property provided for in this Contract) any and all claims to awards of damages, if any, to compensate for the closing, vacation, or change of grade of any street, alley, or other public right-of-way within or fronting or abutting on, or adjacent to, the Property which, pursuant to this Contract is to be closed or vacated, or the grade of which is to be changed, and shall upon the request of the Agency subscribe to, and join with, the Agency in any petition or proceeding required for such vacation, dedication, change of grade, and, to the extent necessary, rezoning, and execute any waiver or other document in respect thereof.

835.10 - Jean Lavaenti

Property of
BOSTON REDEVELOPMENT AUTHORITY
Library

TO ALL DEVELOPERS

Please be informed that the final date of submission for this project shall be August 15, 1972. This extension is being granted from July 28, 1972, the date given in our advertisement for submission of proposals. This extension is granted in order to give adequate time for the submission of a complete proposal.

6. APPENDICES

Appendix 1:	A Summary of Information Concerning Elderly
Appendix 2:	BHA Supplementary Criteria
Appendix 3:	Model Letter of Interest
Appendix 4:	HUD Form #5090, Proposed Turnkey Project Description
Appendix 5:	HUD Form #6004, Redeveloper's Statement for Public Disclosure, Parts I and II
Appendix 6:	Model Contract of Sale
Appendix 7:	Model Disposition Agreement
Appendix 8:	Maps (back cover pocket)
	Map D Parcel Delivery 1" = 40'
	Map E Street Line 1" = 40'
	Map F Topographic 1" = 40'
	Map G Utility 1" = 40'

A SUMMARY OF INFORMATION CONCERNING ELDERLY HOUSING

This report is a summary of research findings concerning housing for the elderly. This report is not alone sufficient for planning and designing elderly housing. Its purpose will be to supplement information received directly from potential elderly residents, experience gained from previous elderly housing developments, and the "Minimum Property Standards Housing for the Elderly" with special consideration for the handicapped, prepared by the U. S. Department of Housing and Urban Development (HUD).

The literature reviewed for this report represents research findings from 1940-1970. Using the library facilities at Harvard and M.I.T. enabled us to "pull-off the shelves" and examine most of the material written about "housing for the elderly."

Literature in the early part of this period was usually called "housing for the aged". This housing concept was intended for people over sixty who could afford the market rentals. It was privately funded and advertised as "Retirement Villages" and was usually located in warm climates.

Today we are faced with a much larger percentage of people over sixty than in the 1940's. The majority of these people sixty years or older receive less than \$3,000 a year income. Consequently, our research for reliable sources of information was directed by our specific concern of "low-rent" housing for the elderly.

By reviewing the material with our specific goal in mind, the more relevant material was extracted and compiled. One of the characteristics of the entire body of literature on the subject was the large amount of redundancy in the findings. This implied two things to us: First, the researchers have been using a common approach to the problem. This itself reinforces the apparent need for a more rigorous research methodology in this field. Secondly, redundancy indicates agreement, and most researchers have agreed on the identification of basic issues and problems concerning housing for the elderly.

These new techniques are being developed as part of the general thrust of environmental and behavioral psychology. One such researcher is Dr. Powell Lawton. Dr. Lawton is located at the Geriatrics Institute in Philadelphia. Dr. Lawton has been contacted by telephone. His advice on our research task was solicited. Dr. Lawton also mailed us four articles written recently by him and informed us that more of his work will be completed in a few months. Other principal authors that we utilized in our report are: Dave Niebanck, Irving Rossow, and Francis Carp. The work of these authors was chosen because of its comprehensiveness, recency, and notification given to it by other researchers in the field.

Francis Carp's study of Victoria Plaza in Houston, Texas was executed by constant interviews of the inhabitants of Victoria Plaza before they moved in, after the building had been completed, and after one year's residence. Interviews with social workers and management were also conducted. Thus, the book spattered the feelings of the elderly from before relocation to after settlement; it documented fears and apprehensions of the elderly before moving and also mentioned minor grievances after a year's residence.

Of particular interest in the report from Dr. Lawton was a study called "The style of Life in Urban High-Rise, Low Rent Buildings for the Independent Elderly." This study investigated eight buildings for the elderly varying in size from 100 to 300 units in New Jersey, Ohio, New York, Pennsylvania, and Illinois for the purpose of determining the "sort of services elderly people want, take advantage of, and the effect these services have on them." Interviews were conducted before the elderly moved in after one year's residence, and many explicit facts are detailed in this paper. Much of the information mentioned in this report was obtained from this study and Carp's study because they were the most academic, informative and corroborated the views of books (listed #1 and #9 in the bibliography) written by Rossow and Niebanck.

There are several basic factors that somewhat explain the inadequacy of the living environments of many elderly people.

- . loneliness
- . existing housing too large and difficult to maintain
- . security worries
- . low incomes
- . relocation (By Urban Renewal)

Elderly people who qualify for low-rent housing are sixty-two years of age and older, and are capable of life maintenance tasks when entering housing. Potential tenants are interviewed and accepted or rejected on the basis of mental and physical health. Seventy is the average age of the tenant. Tenants below seventy are fairly independent. Those above seventy are not as capable of taking care of themselves. Nevertheless, all studies emphasize that the elderly are characteristically as diverse as any other age and/or social group.

- . all elderly want and need privacy and independence
- . all elderly appreciate what is new, clean, comfortable, and aesthetically pleasing
- . older people will accept novel construction

One's self image and self esteem is critical to all people especially the elderly. A part of one's self image are the feelings and attitudes a person has about his age. The individual's age concept is related to the social class of the individual. The individuals in lower income brackets -- the "working class" consider themselves:

- . as "old" (comparatively)
- . these individuals age quicker due to the nature of their work
- . they prefer low-rise buildings but can adapt (i.e., Victoria Plaza)
- . prefer housing designs that are in keeping with past housing experience

An important issue is the integration or separation of elderly from non-elderly people. Arguments in favor of integration are:

- . elderly need to have friendship of those younger for social stimulation and to feel part of the world
- . integration prevents narrowing of interests that will lead to quicker withdrawal from social life
- . elderly feel more dependent than they need to be when they are not integrated
- . many elderly interviewed by Dr. Lawton want to live with "younger adults"
- . many elderly commented on how depressing it is to constantly see "old people" dying around them

Arguments in favor of separation are:

- . the greatest problem in old age is loneliness; older people living together are more likely to make friends
- . in America people tend to be more friendly within peer groups
- . older people have more friends as the proportion of elderly increases (particularly in working class neighborhood)
- . elderly participate more fully in group activities when youthful competition is absent
- . mutual aid in the neighborhood is strong within age groups; weak between them
- . concentration of elderly may help maintain self-respect and involvement in society
- . elderly can more easily re-engage in society on their own terms when living together as a group
- . three-quarters of elderly interviewed by Dr. Lawton did not want teenagers or children in the same building; they felt children were a hazard to their security and to maintenance of their building
- . age gradation exists to a certain degree in housing for elderly since ages range from sixty years and older

- many elderly interviewed have found more social life in new housing for the elderly

The concept most agreed upon by researchers that resolves the integration/separation problem is called "insulation". In a sense this concept says that the elderly should be sheltered from outside forces. The actual filtering out of these "outside forces" becomes a planning and design problem.

- Units of elderly housing should be clustered, allowing maximum peer group socialization. The clusters then become somewhat independent and therefore insulated from surrounding diverse land uses.
- Locating elderly clusters amidst other activities prevents total separation, therefore, only insulation.
- Cluster sizes vary from 80-200 dwellings, roughly speaking.
- Insulation also means maximum security against crime (i.e., breaking and entering).
- Insulation means creating outdoor spaces that the elderly will feel comfortable using. That means, free from children, easy to get to, and screened or a semi private feeling.
- The elderly are by their condition great spectators; therefore, interesting views of ongoing activities; i.e., pedestrian gathering places like commercial, recreational and cultural places and views distant land/city/seascapes should if possible be obtained from balconies, living room windows and outside public areas.
- The feeling of security the elderly have about their environment can be increased by having some type of monitor in the lobby.
- number of children in the building adds to their feeling of insecurity

Some basis findings concerning the social and recreational activities of the elderly are:

- the favorite pastimes of the elderly are; "being spectators", watching T.V., gardening, and passive recreation and gaming.
- most elderly housing constructed recently provides space and planning for groups social and recreational activities.
- community rooms should be place on Main Floor; those placed elsewhere; for example, on each floor, are rarely used.
- the main lobby is the center of social life in housing for the elderly.
- the Senior Center in Victoria Plaza works very well as a meeting place for clubs and activities--cards, t.v., sitting and watching others, pool table, and other games.
- Lawton suggests non-residents should be encouraged to use recreational facilities, such as community rooms or senior center, in housing for the elderly; although in Victoria Plaza very few (10%) non-residents used community center; its use depends on the social agency involved.
- the physical design of the elderly housing should facilitate encounters of a social nature among the tenants, and create places for social interaction.
- the design must also allow for physical privacy.
- the design must also support the individuals autonomy.
- overall, the design must create the optimum variation of choices for social and private needs alike.

Elderly housing clusters must be part of a diverse community structure. This will insure that it will be close to a variation of supporting services and activities. Dissatisfaction with the location of the elderly housing increases as distance from city or community centers increases. A one block walking distance to shopping facilities is preferred and a quarter of a mile is the limit for all other needs. On the other hand if too many facilities are located on the premise the people may become lazy, inert, and bored. Below is a list of recommended neighborhood facilities, then rank and optimum distance from elderly housing.

- | | |
|------------------------------|------------------------------------|
| . grocery shopping-one block | . social center on site |
| . bus stop-adjacent to site | . library-one half mile |
| . church-one half mile | . news and cigars-one quarter mile |
| . drugstore-one block | . restaurant-optional distance |
| . clinic-one mile | . movies-one mile |
| . bank-one quarter mile | . bar |

Medical Services:

The elderly want and need medical services on the premises or very close by. They prefer a clinic that is tailored to their needs. A general outpatient family clinic for example would not be adequate. The intense level of activity and anxiety associated with this kind of clinic would be disruptive for the elderly.

Meal Services

- . The desires of the elderly seem to reflect convenience rather than need. Elderly prefer independence and their own kitchen.
- . Victoria Plaza residents for example would like to have a common dining room available when they don't feel like cooking.
- . Lawton studies show that the elderly would like to have the choice of eating in a dining room; although when dining rooms are in the housing complex very few people made use of them and this was not dependent on quality or cost of food.
- . Lawton suggests "meals on wheels" as a better way to deal with the question of meal service rather than large in house facilities since this provides the choice of either independence or group dining.
- . Lawton says people of lower psychological and physical competence are most likely to benefit from on-site services, but these people will use the services more when they are optional.

Architectural considerations: (Lawton)

- . Low rise buildings are generally preferred.
- . All building types (high, low, and detached,) can work effectively.
- . "Competent" tenants can adjust to all types of buildings--Lawton's studies of ten high rise buildings were liked by tenants.

- . Upper floors were appreciated more than lower ones, because of the view. This finding was not anticipated by Lawton.
- . Buildings in Lawton's studies were considered by the tenants to be attractive. Lawton attributes this to uniqueness and good architectural taste.
- . Main entrances of the structure should be expressed (elegant)
- . Large windows are preferred.

Site planning considerations:

- . Attractive surrounding landscapes such as terraces and patios.
- . No signs or "giveaways" announcing or advertising the building as elderly or signs marking the entrances.
- . Benches near entrances are most favored.
- . Ramp type street corner curbs are needed.
- . Bus stop benches.
- . Benches with backs grouped for conversation and view.
- . Gardens and trees.

Individual Apartments:

- . All elderly want and appreciate clean and modern apartments.
- . Ventilation is a major concern.
- . Noise is another major concern.
- . Efficiencies are a problem from point of view of housekeeping, privacy and ventilation.
- . Bedroom doors are important.
- . Large closets are important.
- . Placement of windows should be designed for privacy as well as ventilation and view--not just a window as part of a door to a terrace.
- . Service area for cleaning equipment is needed.
- . Laundry facilities are needed on each floor.
- . Mail chute desirable on each floor.
- . Phone jacks in bedrooms are wanted.
- . Controls for heating and air conditioning are wanted in each apartment.

- . Central t.v. antennae very important.
- . Door bell and name plates very important.

Some specific complaints of tenants of the various buildings investigated were:

- . Metal windows were too hard to open, hard to clean, permitted water to leak during rainstorms.
- . Balconies were unusable, they offered no shade or shelter from rain, and some did not drain well.
- . Outside doors too heavy.
- . Elevator near recreational center ill placed for removal sick and dead.
- . Use of housing as a show place by housing authorities is undesirable.
- . Payment of rent by mail is preferred to walking to an office.
- . Data collectors have been bothersome.
- . Clothes rods too low in closets.
- . Too much dust from incinerators.
- . Floors too difficult to keep clean.
- . Ventilating fan wanted in elevator.

Specifically on Kitchens:

- . Prefer front controls on range instead of back controls; controls in back are in line with safety requirements but are too hard to reach.
- . High placement of refrigerator obviated stooping but short women could not see into freezers and removal of elevated drip trays was difficult and messy.
- . No vent in kitchens to remove odors.

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1. Lassow, Irving Social Integration of the Aged
2. Pennsylvania University Institute for Urban Studies, Essays on Problem Relocation
3. Loewe, Lewis Needs of Older Adults
4. U. S. President's Council on Aging, Sweden
5. U. S. Public Housing Administration, Housing for the Elderly
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Old People's Flatlets at Stevenage
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Noella Smith
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20. M. Powell Lawton, George Nash, and Patricia Nash "The Style of Life in Urban, High-Rise, Low
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Note: Copies of Dr. Lawton's work are available at the BRA.

BHA SUPPLEMENTARY CRITERIA

March, 1972

1. Introduction

The following criteria, superseding the various other guides, contains items particular to the Boston Housing Authority. These items are sometimes supplementary to the referenced standards, sometimes redundant, but in no way eliminate any of their requirements.

Any set of standards, though, should give precedent to the necessity to design for people. This is the architect's burden, for it is he who must share the guilt for failure. While the Federal Government's roll in providing psychologically and physically desirable housing for low income families in this country can be described as indifferent, the roll of the architects who designed much of this housing can only be described as criminal, a complete dereliction of professional standards. It is the inadequacies of our laws, not lack of evidence, that protects these architects from being brought to court as accomplices to the millions of robberies, thousands of assaults, and hundreds of murders caused by their non human approach to design. In light of this, the BHA wishes to stress that the overriding design standard for the architect is man.

2. BHA SUPPLEMENTARY DESIGN CRITERIA FOR HOUSING FOR THE ELDERLY

a. Units

1. Units on ground floor in elevator buildings, except resident custodian's unit, should be avoided if possible.
2. In the design of an efficiency dwelling unit, try to place the bed space in an alcove with an available window for light, ventilation, and view, and have provisions for screening (e.g. curtain) the sleeping area from the living room.
3. In the design of one-bedroom units, access to the bathroom may be through the bedroom. Although not preferred. The one-person, one-bedroom unit should be designed for a single bed.
4. The two bedroom units should have access to the bathroom without going through a bedroom. The bedrooms shall be generally equal in size.
5. The dining area in all units, while not necessarily in separate space, should feel separated from the living area.
6. Elderly persons are not able to move beds easily; therefore, beds should be accessible from both sides and one end.
7. Try to maximize wall surfaces by putting closets in circulation areas and grouping doors.
8. Kitchens should have minimum 12" counter space between stove and refrigerator, and minimum 15" one side of sink and 24" other side of sink. Refrigerators and ranges, supplied by the Boston Housing Authority, will be continually 28" and 21" maximum, respectively. Mechanical ventilation of kitchen, will be by means of the range hood.
9. Storage of items of sentimental value is very important to the elderly and should be planned into the unit. These items are seldom used in a physical sense, but their use comes from knowing they are there.

b. Entrance, Lobbies and Hallways

Corridors and lobbies are natural areas for casual meetings, and the design of the building should encourage these meetings. Particular attention should be paid to the entrance where people like to "hang around," if you will, just to see who is coming and going. This milling around at the entrance is one of the major recreational pastimes of the occupants.

1. The main corridor entrance to elevator buildings shall be through a vestibule, the doors being so placed as to keep out cold air. The minimum depth of the vestibule shall not be less than 7'0". The directory and door bells will be located in the vestibule, but not the mailboxes.
2. Unless exterior doorways are recessed into the building or are sheltered by a building overhang, provide an appropriate door canopy.
3. Provide visual control from management offices to the vestibules, mailboxes and elevators.
4. Provide a handrail, one side, in all corridors.
5. Provide a small sitting area (possibly a balcony) on each floor at the elevator entrance. Provide natural light at elevator entrances and in corridors.
6. Use creative lighting effects, wall coverings, breaks in buildings, etc., to make long corridors less deadly.
7. Provide mailbox in lobby.

c. Community Spaces

1. Clustering community spaces around centers of activity is not only desired but required.
2. If possible, have direct access to major community space from the outside and have a locked access between community spaces and elevator lobby. Rest rooms and pay phone(s) should be provided for the major community space.
3. Try to have visual connection from common spaces to streets.
4. Connect the recreation spaces to the community spaces visually and physically, if possible.
5. Community spaces should be air-conditioned.
6. The major assembly room of the community space shall seat a minimum of 60% of the population of the project in the manner of four persons per table (table size 30" x 30") or provide for chair seating for 75% of residents. (One person per 0-BR. and 1-BR. single, two persons per 1-BR. double and 2 BR.)
7. Provide a large enough kitchen to service a catered, hot lunch program. (Three compartment sink with garbage disposal, space for 42" range and 36" refrigerator.)
8. Common laundry facilities for the elderly (one washer per 35 units, one dryer per 60 units) should either be visible from community spaces or have ample sitting room. Provide a set tub and folding counter in the laundry room. Laundry room shall be for the exclusive use of the tenants, and the architecture should reflect this restriction.

d. Exterior Spaces

1. Provide ample lighting around sitting area, pathways, and parking.
2. Provide a direct access to building through a locked door from parking area. If possible, this should be the same door as front entrance.
3. Protect outside recreation area with, and control the means of access to it by fences, walls, and strategic location of buildings.
4. Arrange the game tables and sitting areas in ways to encourage social exchange.
5. Arrange planting areas to create pathways and nodes rather than edges.

3. BHA SUPPLEMENTARY DESIGN CRITERIA FOR FAMILY HOUSING

a. Private Outdoor Space

Every unit shall have an enclosed private outdoor area of approximately 400 sq. ft. contiguous to their unit.

b. Entrance

1. Generally speaking, common hallways do not work. Emphasis should be on control of the circulation from semi-public to family-private.
2. A scheme providing individual entrances is generally preferred, but not mandatory.

c. Units

1. The literature now available on residential design makes any qualitative statements in this criteria superfluous. However, at the risk of repetition, the BHA wishes to emphasize again that poor design submitted under the guise of "this is public housing" will not be tolerated.
2. Provide roughing-in and space for an automatic dishwasher. The space should have a cabinet front in case the occupant has no dishwasher.
3. Stove and refrigerators will be the following nominal sizes:

<u>Unit Size</u>	<u>Stove</u>	<u>Refrigerator</u>
2 bedroom	30"	28"
3 bedroom	30"	33"
4 bedroom	30"	36"
5 bedroom	30"	36"

4. Provide space and outlets for a washer and gas dryer.
5. The BHA may request that gas and electric service to the units be individually metered.

4. BHA SUPPLEMENTARY TECHNICAL CRITERIA

Some of the following items included as supplementary criterium are products being purchased through Modernization; some are items that have been found superior in their field; others are items that may require maintenance at some time and, therefore, are reasonable items to standardize.

The developer is expected to comply with these recommendations, although the Boston Housing Authority will consider any suggested alternatives. The burden of proof that any product is an "or equal" is on the developer.

For clarity, the format followed in the following list has the same organizational outline as the outline specifications, HUD Form 5087.

2. Site Work

Curbs and Gutters: Precast concrete or granite only; no bituminous curbs allowed.

Pavement: Bituminous used where there is car traffic must be 1 1/2" first coat, 1 1/2" wearing surface.

3. Concrete

Floors: If precast plank is used, minimum of 1 1/2" topping is required.

8. Doors and Windows

Windows: Minimum 1/2" insulated glass.

Door Frames: If metal frames are used, use minimum 18 gauge.

Hardware: Subject to BHA scrutiny. Approval of the hardware schedule (with samples) if required prior to approval of working drawings. Walk-up units shall have passage sets and deadbolts.

Provide peepholes all units.

Provide raised numerals, approximately 1 1/2" high for all unit doors.

All doors must have door stops.

Screens: For windows in first floor units: .028" alloy #304 stainless steel, 12 x 12 per inch mesh, security screens. For all other operable windows: standard mesh, .013" aluminum wire.

9. Finishes

Walls: Vinyl or epoxy in corridors and lobbies.

Floors: If vinyl asbestos tile used, minimum 1/8" thickness. Carpets, required in hallways and elevator lobbies, shall comply with the following:

- a. Pile: dense, tightly tufted or woven single level loop. weight must be approved by BHA.
- b. Materials: high proportion of polypropulene, polyester, or acrylics.
- c. Static: provide a conductive filament.
- d. Fire Prevention: must comply with flammability standard DOC FFI-70 of the National Bureau of Standards.

- e. Installation: tackless strip with minimum 42 oz. cushion or pad. Use edging strips at transition of carpet to floor surface.

10. Specialties

- Fire Extinguishers: Required on each floor or in stairhalls of low-rise units.
 - Standpipes: Check with the Fire Department about wet or dry systems.
 - Acoustical Control: All walls shall have a minimum 50db STC Rating.
 - Mailboxes: Horizontal vault type, Auth. Model 59 or BHA approved equal. Elevator buildings shall have a mail room. Walk-up units or entry system shall have front loading.
 - Compactors: IPC "crusher" (or BHA approved equal) to last 2 days without attendance if compactor serves 80 units or less; 1.5 days for 81 to 120 units; 1.25 days for buildings over 120 units.
 - Medicine Cabinets: Absolutely no medicine cabinets back to back. Positive sound control around cabinets is required.
- Units having individual entries shall have through-the-door mail slots with closers both inside and out.

11. Equipment

- Refrigerators: Provided by BHA (tailgate delivery) but installed by contractor.
- Ranges: Provided by BHA (tailgate delivery) and installed by contractor, 21" wide in Elderly, 30" wide in Family.
- Range Hood: Full width of stove and incorporating kitchen vent system.
- Cabinets: Solid door, 1/2" sides, solid construction, must receive BHA approval.
- Cabinet Hardware: No pulls are preferred, but if used, 3" center pulls. (The only pull that seems to have space for fingers is Colonial wire pulls.)
- Drawer Slides: (Two per drawer)
 - a. K & V No. 1320 self-closing.
 - b. Amerock No. CM4322-2G self-closing.
- N.B. No so-called "3 point" suspension.
- Garbage Disposals: Provided and installed by the developer in all units. They shall be batch fed, clad in sound absorbing jacket and shall be G.E. FA800, Maytag FB20, or a BHA approved equal.

12. Conveying Systems

5'-0 x 7'-6" minimum interior dimensions with door openings of 3' minimum. No light sensitive call buttons allowed. Doors should have extra long open time. Buttons inside cab and in lobbies shall be capable of being read by touch or have Braille characters in addition to numbers.

14. Mechanical

Tubs: Tubs used in all units shall have non-slip surface.

Plumbing Trim:

a. Kitchen Faucet:

1. Federal Hub #72000 series.
2. Chicago 1100 series.
3. Or BHA approved equal.

b. Lavatory Faucet:

1. Federal Huber #P74000 series.
2. Chicago 1700 series.
3. Or BHA approved equal.

c. Shower, Mixer Valve and Head: All units should have a shower:

1. a. Symmons #4-500-X mixer valve with integral stops
b. Speakman #182
2. Symmons #4-131-3 Super Shower Head 3 GPM flow control
3. Or BHA approved equal to any of above.

d. Washing Machine Valve:

1. Symmons.
2. Or BHA approved equal.

Air Conditioning is required for all community spaces.

15. Electrical

Drawings: All electrical drawings shall contain the following note: "No two units shall have any outlets, T.V. jacks, phone jacks, emergency switches, lights, etc., in the same stud space."

Fixtures: Wall or ceiling mounted light fixtures in exterior public spaces shall be:

- a. For localized light: Kenall #3663, Kenall #3808, or BHA approved equal.
- b. For generalized light: Specified by BHA.
- c. Pole mounted light fixtures as specified by BHA.

Outlets: Mount convenience outlets at approximately 20" above floor in elderly units.

T.V.: Provide central T.V.

Emergency Call: Emergency call system shall be as follows:

- a. 1 annunciator on first floor for all units.
- b. 1 annunciator in resident custodian's unit for all units.
- c. In elevator units, 1 annunciator per floor for units on that floor.
In walk-up units, annunciator over door.

Annunciation shall be with a distinguishing sound and by a flashing light.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
LOW-RENT PUBLIC HOUSING
PROPOSED TURNKEY PROJECT DESCRIPTION

LOCATION OF PROJECT:

1. STREET NUMBER(S)	2. STREET	3. MUNICIPALITY	4. COUNTY	5. STATE
---------------------	-----------	-----------------	-----------	----------

SITE INFORMATION: (If separable sites, separate sheets shall be furnished for each site)

6. DIMENSIONS

Ft. by Ft. or Sq. Ft.

7. ZONING (If recently changed, submit evidence)

8. NO. PARKING SPACES

9. UNUSUAL SITE FEATURES

- | | | |
|---|--|---|
| a. <input type="checkbox"/> Cuts | d. <input type="checkbox"/> Rock Formations | g. <input type="checkbox"/> Retaining Walls |
| b. <input type="checkbox"/> Fills | e. <input type="checkbox"/> High Water Table | h. <input type="checkbox"/> None |
| c. <input type="checkbox"/> Poor Drainage | f. <input type="checkbox"/> Erosion | i. <input type="checkbox"/> Other (Specify) |

BUILDING INFORMATION: (In the event that more than one type of structure (see Items 13 and 14) is proposed, a separate sheet shall be furnished for each type)

10. NO. UNITS

11. NO. BUILDINGS

12. NO. STORIES

13. (Check applicable boxes)

- | | |
|---|--------------------------------------|
| a. <input type="checkbox"/> Row | b. <input type="checkbox"/> Detached |
| c. <input type="checkbox"/> Semi-Detached | |

14. MULTI-STORY BUILDINGS

- | | |
|--------------------------------------|------------------------------------|
| a. <input type="checkbox"/> Elevator | b. <input type="checkbox"/> Walkup |
|--------------------------------------|------------------------------------|

15. GROSS FLOOR AREA OF DWELLING UNITS

16. NONDWELLING BUILDINGS OR SPACE (List)

17. GROSS FLOOR AREA NONDWELLING BUILDINGS OR SPACE

18. STRUCTURAL SYSTEM

19. EXTERIOR FINISH

20. HEATING

EQUIPMENT FURNISHED BY DEVELOPER:

21. TYPE

- | | | |
|--|--|---|
| a. <input type="checkbox"/> Ranges (Gas or Electric) | d. <input type="checkbox"/> Disposal | g. <input type="checkbox"/> Other (Specify) |
| b. <input type="checkbox"/> Refrigerators (Gas or Elec.) | e. <input type="checkbox"/> Drapes | |
| c. <input type="checkbox"/> Kitchen Exhaust Fan | f. <input type="checkbox"/> Laundry Facilities | |

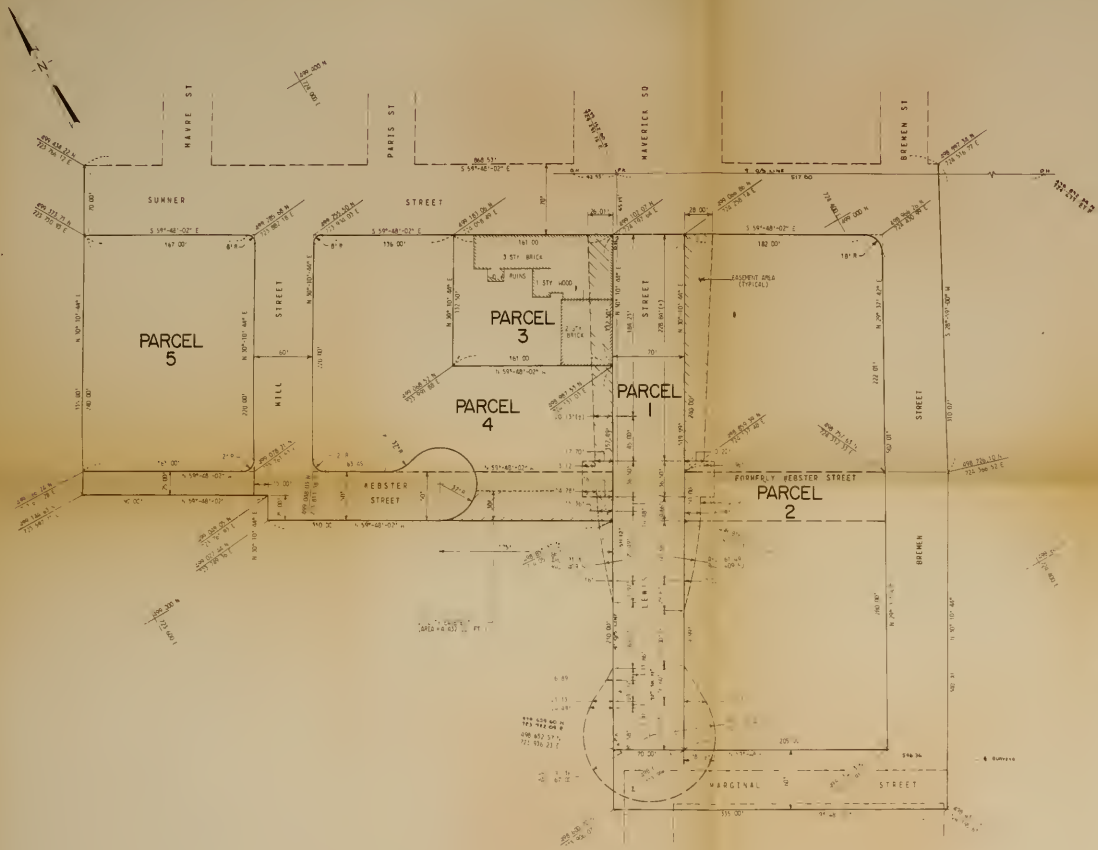
Signed _____ Developer

Date _____

BOSTON PUBLIC LIBRARY



3 9999 06352 125 4



PARCEL NO.	SQ. FEET
1	34,398
2	15,100
3	21,133
4	57,780
5	41,965

"BOSTON PUBLIC LIBRARY"

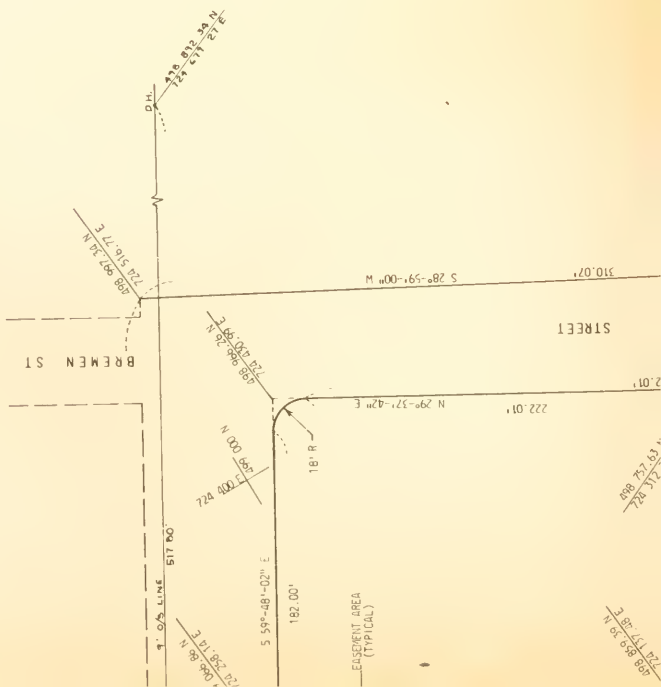
GOV DO
BRA
48
Parcel
Map
1 of 4

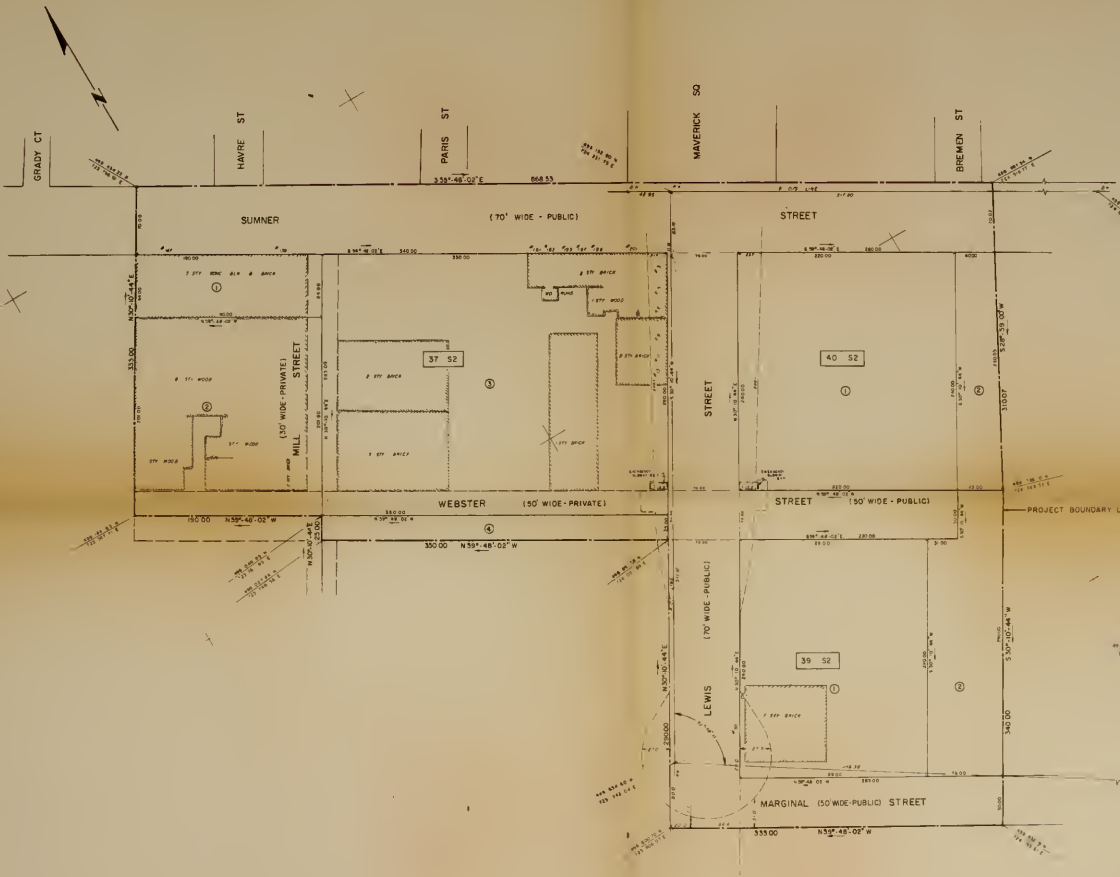
PRELIMINARY
SUBJECT TO FINAL APPROVAL

BOSTON REDEVELOPMENT AUTHORITY	
1000 BOSTON PUBLIC LIBRARY, 1000	
1000 BOSTON PUBLIC LIBRARY, 1000	
DELIVERY PARCEL PLAN	
PARCEL 1 2 3 4 5	
TOTAL	2000000
TOTAL	2000000
TOTAL	2000000

MAP D

PARCEL NO.	AREA (SQUARE FEET)
1	36,399
2	105,230
3	21,333
4	57,760
5	41,955





PARCEL NO	SUPPOSED OWNER	AREA SQ FT
BLOCK 37 52		
1	SAUL B. LEONARD FINE	12 80
2	ELSEN CORPORATION	33,000
3	HOLLAND TRUST OF AMERICA, INC	75,740
4	TRUSTEES OF FLYING CLOUD TRUST	8780
TOTAL	CALC 126,320	126,320
BLOCK 40 52		
1	F. SARTER	32,800
2	F. SARTER	10,180
TOTAL	CALC 42,980	42,980
BLOCK 39 52		
1	ALFRED JOHNSON & DANIEL GREENWOOD	45,960
2	F. SARTER	30,960
TOTAL	CALC 76,920	76,920
LEWIS ST		
1	WEBSTER ST	1,000
2	MARGINAL ST	3,850
TOTAL		4,850

"BOSTON PUBLIC LIBRARY"

BRA
48
Parcel
Map
2 of 4

SEE SHEET 3 FOR LEGEND

NOTES: DIMENSIONS AND BEARINGS ARE BASED ON 1983 NAD 83 DATUM

DESIGNED BY: WALLACE & GIBSON, P.E.
CHIEF ENGINEER, R.A.

CERTIFY THAT THE PUBLIC MAPS AT SHOWN ON THIS PLAN ARE CORRECTLY COMPILED
Frederick A. Brown
ENGINEER - LIVING OF PUBLIC MAPS DEPT
CITY OF BOSTON, MASSACHUSETTS

WE HEREBY CERTIFY THAT THE INFORMATION SHOWN ON THIS PLAN IS THE RESULT OF AN ACTUAL SURVEY TO THE PROPOSED LOTS & DIMENSIONS OF PUBLIC RECORD AND I CORRECT TO THE BEST OF OUR KNOWLEDGE
WE CANNON & ASSOCIATES, INC
Esther Cannon

STREET LINE MAP
EAST BOSTON N.D.P. PROJECT NQ. MASS. A-3
BOSTON REDEVELOPMENT AUTHORITY
BOSTON (SUFFOLK COUNTY) MASSACHUSETTS
PREPARED FOR J.E. GREINER COMPANY, INC. - CONSULTING ENGINEERS
BY R.E. CANNON & ASSOCIATES, INC. - CIVIL ENGINEERS
SCALE: 1"=40'
DATE: MARCH 24, 1972
REVISIONS: APRIL 21, 1972 6-14-72
SHEET 1 OF 3

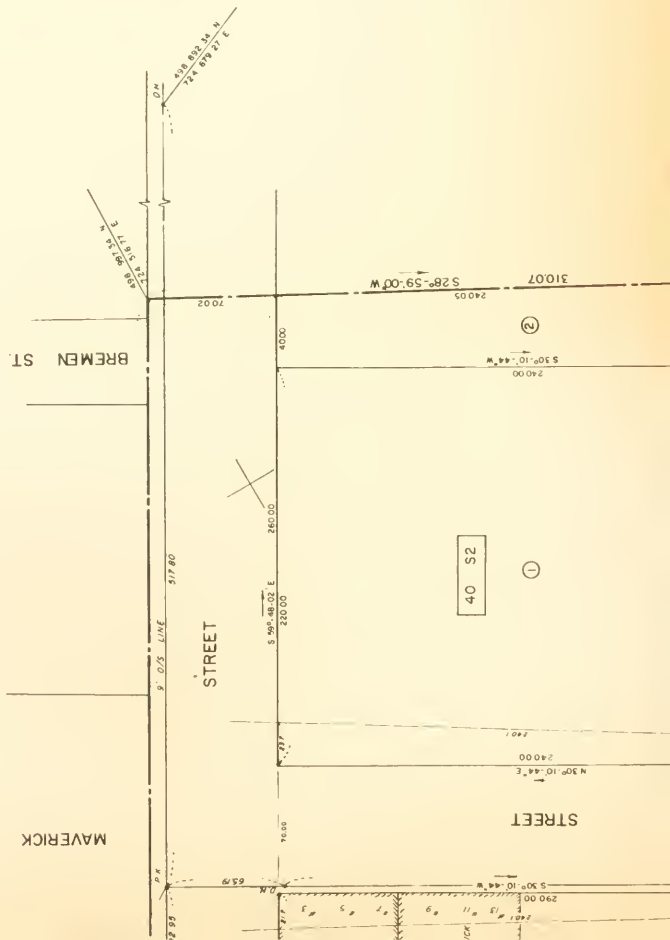
MAP
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MAVERICK SO

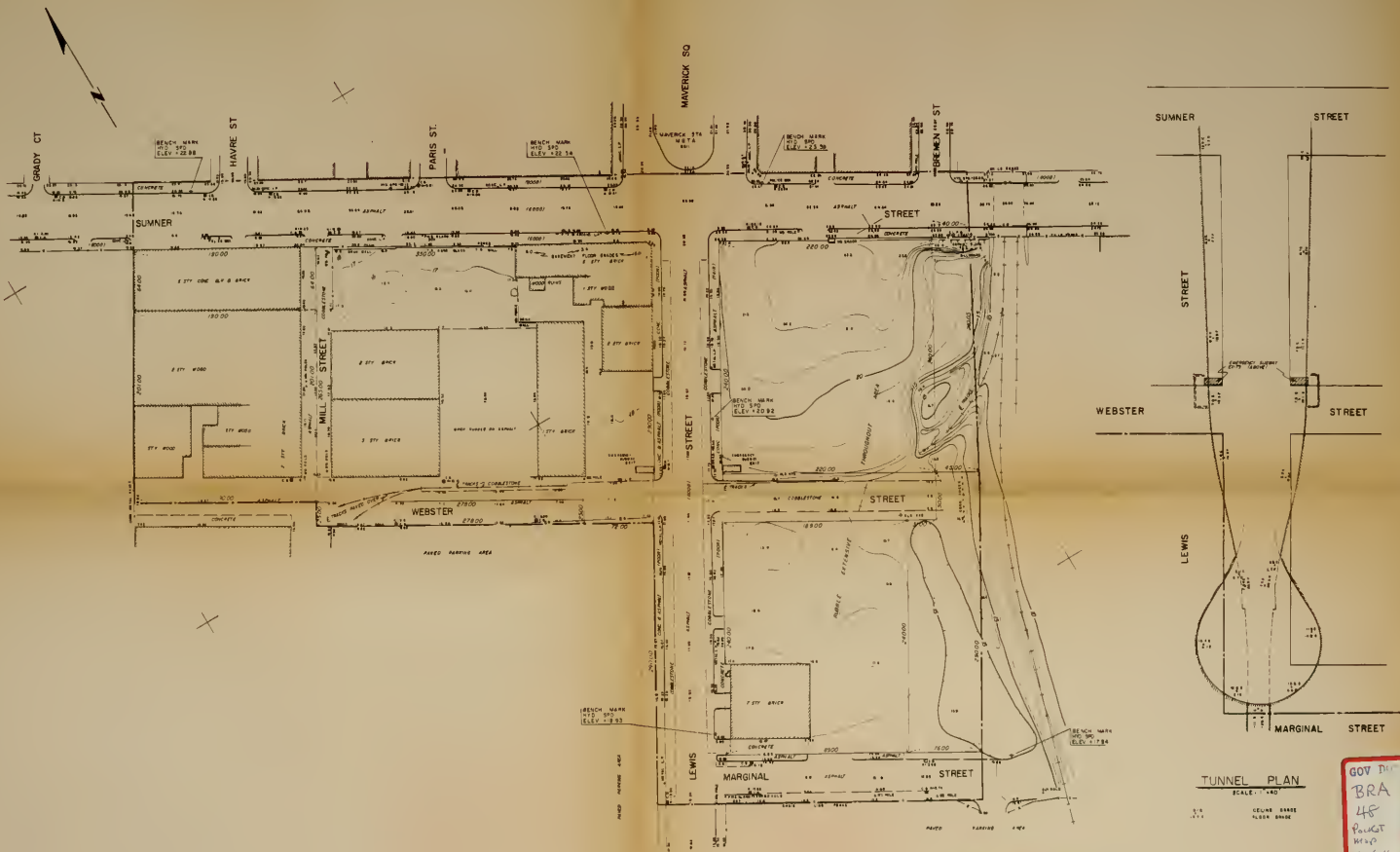
BREMEN ST

STREET

STREET



PARCEL NO.	SUPPOSED OWNER	ASSESSED AREA
BLOCK 37 S2		
1	SAUL & LEONARD FINE	12,160
2	ELDEN CORPORATION	35,000
3	HOLIDAY INN OF AMERICA, INC.	92,740
4	TRUSTEES OF FLYING CLOUD TRUST	8750
TOTAL	CALC 134,850	146,850
BLOCK 40 S2		
1	F SAWYER	52,800
2	F SAWYER	10,240
TOTAL	CALC 63,040	63,040
BLOCK 39 S2		
1	ALFRED JOHNSON & DANIEL GREENWOOD	45,360
2	F. SAWYER	20,490
TOTAL	CALC 65,850	65,850
LEWIS ST		
	WEBSTER ST	40,600
	MARGINAL ST	11,000
		13,250
TOTAL		64,850



TUNNEL PLAN

SCALE: 1" = 40'

CEILING BARS
FLOOR BARS

GOV. DIR.
BRA
48
PAID
3-6-4

BOSTON PUBLIC LIBRARY

DRAWN BY CITY OF BOSTON

APPROVED BY: *James E. Ryan*
WILLIAM E. RYAN, P.E.
CIVIL ENGINEER, R.A.A.

WE HEREBY CERTIFY THAT ALL TOPOGRAPHIC INFORMATION SHOWN
HEREON IS THE RESULT OF AN ORIGINAL SURVEY ON THE GROUND AND
IS CORRECT TO THE BEST OF OUR KNOWLEDGE

WE, CANNON & ASSOCIATES, INC.
John H. Cannon



TOPOGRAPHIC MAP
EAST BOSTON N.D.P. PROJECT NO. MASS. A-3
BOSTON REDEVELOPMENT AUTHORITY
BOSTON SUFFOLK COUNTY MASSACHUSETTS
PREPARED FOR: J.E. SHENKER COMPANY, INC., CONSULTING ENGINEERS
BY: THE CANNON & ASSOCIATES, INC., CIVIL ENGINEERS
SCALE: 1" = 40'
DATE: MARCH 24, 1972
REVISIONS: APRIL 21, 1972
SHEET 2 OF 3

SEE SHEET 3 FOR LEGEND

MAP F

